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11 on behalf of the State of California and all Aggrieved Employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF RIVERSIDE**

14 JOSHUA DeANDA-ZAVALA, on behalf of
15 the State of California and all Aggrieved
16 Employees,

17 Plaintiff,

18 v.

19 IFCO SYSTEMS US, LLC, a Delaware
20 Limited Liability Company; MTNA, INC., a
21 California Corporation; PEOPLEREADY,
22 INC., a Washington Corporation;
23 TRUEBLUE, INC., a Washington
24 Corporation; and DOES 1-100, inclusive,

25 Defendants.

Case No.: **CVRI 2502293**

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, et seq.**

1 Plaintiff, JOSHUA DeANDA-ZAVALA, (“PLAINTIFF”), on behalf of the State of
2 California and all Aggrieved Employees (as defined below), hereby files this Complaint against
3 Defendants IFCO SYSTEMS US, LLC, a Delaware Corporation; MTNA, INC., a California
4 Corporation; PEOPLEREADY, INC., a Washington Corporation; TRUEBLUE, INC., a
5 Washington Corporation; and DOES 1-100, inclusive, (collectively referred to herein as
6 “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges as follows:

7 **INTRODUCTION**

8 1. This is a representative action filed by PLAINTIFF on behalf of PLAINTIFF, all
9 Aggrieved Employees and the State of California against DEFENDANTS, pursuant to California’s
10 Private Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties
11 for DEFENDANTS’ violations of the California Labor Code as alleged below.

12 **JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
14 California statutes, including but not limited to the PAGA, and decisional law and regulations.

15 3. Venue is proper in this judicial district and the County of Riverside pursuant to
16 California Code of Civil Procedure section 395.5 because DEFENDANTS assigned PLAINTIFF to
17 work in this judicial district, DEFENDANTS transact business within this judicial district,
18 Defendants PEOPLEREADY, INC., and/or TRUEBLUE, INC. operate one or more locations
19 within this judicial district and conduct alleged by PLAINTIFF herein occurred in this judicial
20 district. *See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069
21 (venue in a PAGA action is proper in any county where the defendants committed Labor Code
22 violations against some of its employees). Venue is also proper pursuant to section 393 of the
23 California Code of Civil Procedure because the cause, or some part of the cause, arose in the County
24 of Riverside.

25 **THE PARTIES**

26 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
27 California and a citizen of the State of California.

28 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job

1 title(s) of packager and/or other similar title(s) and/or position(s) from in or around January 2024
2 through in or around June 2024.

3 6. Defendant, IFCO SYSTEMS US, LLC (“IFCO”), is a Delaware Corporation that, at
4 all relevant times, was authorized to do business within the State of California and is doing business
5 in the State of California. Defendant, IFCO SYSTEMS US, LLC, operates business under including
6 but not limited to the following name(s): “IFCO.”

7 7. Defendant, MTNA, INC. (“MTNA”), is a California Corporation that, at all relevant
8 times, was authorized to do business within the State of California and is doing business in the State
9 of California. MTNA operates business under including but not limited to the following name(s):
10 “Eternity Systems,” “Eternity Systems, Inc.,” “MTNA” and/or “MTNA, Inc.”

11 8. Defendant, IFCO SYSTEMS US, LLC and Defendant, MTNA, INC., are
12 collectively referred to herein as “IFCO/MTNA.”

13 9. Defendant, PEOPLEREADY, INC., is a Washington corporation that, at all relevant
14 times, was authorized to do business within the State of California and is doing business in the State
15 of California.

16 10. Defendant, TRUEBLUE, INC., is a Washington Corporation that, at all relevant
17 times, was authorized to do business within the State of California and is doing business in the State
18 of California.

19 11. Defendant, PEOPLEREADY, INC., and Defendant, TRUEBLUE, INC.,
20 (collectively referred to as “PeopleReady”) operate a staffing business.

21 12. DEFENDANTS own, operate, manage and/or staff its employees to work at the
22 warehouse distribution centers, warehouses, service centers, facilities and/or other location(s) in
23 California. DEFENDANTS, through its various locations, serve including but not limited to, the
24 grocery supply/distribution, packaging and/or warehousing industry.

25 13. The true names and capacities of the DOE Defendants sued herein as DOES 1
26 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
27 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
28 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this

1 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
2 become known.

3 14. PLAINTIFF is further informed and believes that, at all relevant times, each
4 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
5 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
6 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
7 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
8 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
9 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
10 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
11 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
12 controlled, aided and abetted the conduct of all other Defendants.

13 **JOINT LIABILITY**

14 15. Under California law, the definition of the terms “to employ” are broadly construed
15 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
16 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
17 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
18 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
19 was to reach situations in which multiple entities control different aspects of the employment
20 relationship. Supervision of the work, in the specific sense of exercising control over how services
21 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
22 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
23 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
24 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
25 California, applying a less stringent standard to what constitutes sufficient control by a business
26 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
27 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
28 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the

1 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
2 employment,” *Id.* at 875 [emphasis added].

3 16. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and other
4 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
5 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
6 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
7 over wages, hours and working conditions of PLAINTIFF and Aggrieved Employees; (2) suffered
8 or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF
9 and Aggrieved Employees to work for them.

10 17. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
11 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
12 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
13 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
14 policies and practices regardless of the location(s) where they worked. Among other things,
15 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
16 in DEFENDANTS’ companies, (2) DEFENDANTS utilize common management, who have control
17 over the day-to-day operations and employment matters, including the power to hire and fire, set
18 schedules, issue employee policies, and determine rates of compensation across its locations in
19 California; (3) DEFENDANTS utilize the same policies and procedures for all California
20 employees, including issuing the same employee handbooks and other form agreements; (4)
21 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
22 employment matters; and, (6) DEFENDANTS share employees.

23 18. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
24 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and Aggrieved
25 Employees upon whose behalf PLAINTIFF brings these allegations and cause of action, in that
26 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees’
27 wages, hours and working conditions, and/or suffered or permitted them to work so as to be
28 considered the joint employers of PLAINTIFF and Aggrieved Employees.

1 19. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
2 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
3 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
4 working conditions that were distributed to, and/or applied to PLAINTIFF and Aggrieved
5 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
6 PLAINTIFF and other Aggrieved Employees in a uniform manner. DEFENDANTS collectively
7 represented to PLAINTIFF and other Aggrieved Employees that each was an "at-will" employee of
8 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
9 and other Aggrieved Employees' employment with or without cause. Upon information and belief,
10 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
11 writing the details of their compensation, and the manner in which they were to take meal and rest
12 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
13 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
14 collectively would evaluate their wage rates.

15 20. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
16 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
17 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
18 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
19 PLAINTIFF seeks relief in this Complaint.

20 21. Moreover, based on information and belief, People Ready hired PLAINTIFF and
21 entered into a written employment agreement with PLAINTIFF. During PLAINTIFF's employment,
22 People Ready maintained control over many aspects of PLAINTIFF's employment, including,
23 among other things, having the authority to discipline PLAINTIFF, change PLAINTIFF's job
24 assignment, change PLAINTIFF's work hours, change PLAINTIFF's rates of pay, and to terminate
25 PLAINTIFF's employment.

26 22. Based on information and belief, when PLAINTIFF was first hired, People Ready
27 provided PLAINTIFF with orientation and training materials. People Ready issued PLAINTIFF
28 written policies concerning meal periods, rest breaks, timekeeping, hours worked, and payment of

1 PLAINTIFF's wages, with which PLAINTIFF was required to comply. Based on information and
2 belief, among other things, these policies provided that PLAINTIFF's weekly time records be
3 submitted to People Ready, and People Ready was supposed to process PLAINTIFF's time records
4 and pay PLAINTIFF for all hours worked. People Ready exercised ultimate control over the
5 payment of PLAINTIFF's wages, as People Ready issued PLAINTIFF his paychecks. Finally,
6 People Ready directed PLAINTIFF to comply with IFCO/MTNA's policies and directions.
7 PLAINTIFF is informed and believes that People Ready exercised the same control over, applied
8 the same policies and practices, and engaged in the same acts and omissions with regard to the other
9 Aggrieved Employees.

10 23. IFCO/MTNA similarly suffered or permitted PLAINTIFF to work for them or
11 engaged PLAINTIFF to work for them. PLAINTIFF is informed and believes that IFCO/MTNA
12 entered into a written agreement with People Ready, pursuant to which IFCO/MTNA paid People
13 Ready to provide it with workers, including PLAINTIFF, to conduct IFCO/MTNA's business
14 operations – namely, to work in IFCO/MTNA's warehouse distributions centers and/or other
15 facilities and/or other location(s). IFCO/MTNA suffered or permitted PLAINTIFF to work at
16 IFCO/MTNA for the entirety of PLAINTIFF's employment.

17 24. IFCO/MTNA further exercised control over PLAINTIFF's wages, hours and
18 working conditions. IFCO/MTNA also: (1) set PLAINTIFF's work hours and provided his work
19 schedule; (2) provided PLAINTIFF with policies regarding meal periods and rest breaks, with which
20 PLAINTIFF was required to comply; (3) directly supervised PLAINTIFF's work through its
21 employees; (4) assigned PLAINTIFF's job duties and trained PLAINTIFF on said job duties; (5)
22 exercised authority to reprimand and counsel PLAINTIFF regarding any issues, including work
23 performance; (6) exercised authority to end PLAINTIFF's work assignment at any time, the effective
24 termination of employment; (7) required PLAINTIFF to record hours worked using IFCO/MTNA's
25 timekeeping system; (8) determined whether and when PLAINTIFF would receive meal periods
26 and rest breaks; (9) subjected PLAINTIFF to unlawfully scheduled meal periods and rest breaks;
27 and, (10) was responsible for maintaining PLAINTIFF's timekeeping records. On information and
28 belief, IFCO/MTNA issued further written policies and practices and guidelines governing

1 PLAINTIFF's working conditions with which PLAINTIFF was required to comply.

2 25. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
3 control over, applied the same policies and practices, and engaged in the same acts and omissions
4 with regard to all other Aggrieved Employees.

5 26. PLAINTIFF is informed and believes and thereon alleges that DEEFENDANTS
6 must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties
7 under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to
8 perform services from which DEFENDANTS benefited, and furthermore that the aforementioned
9 entities had the right to exercise control over the wages, hours and/or working conditions of
10 PLAINTIFF at all relevant times herein, so as to be considered the joint employers of PLAINTIFF.

11 27. By reason of their status as joint employers of PLAINTIFF and Aggrieved
12 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
13 Code and applicable Wage Orders as to all Aggrieved Employees.

14 28. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
15 control over, applied the same policies and practices, and engaged in the same acts and omissions
16 with regard to the other Aggrieved Employees.

17 29. PLAINTIFF is informed and believes and hereon alleges that DEEFENDANTS must
18 be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under
19 PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform
20 services from which they benefited, and furthermore that the aforementioned entities had the right
21 to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant
22 times herein, so as to be considered the joint employers of PLAINTIFF.

23 30. By reason of their status as joint employers of PLAINTIFF and Aggrieved
24 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
25 Code and applicable Wage Orders as to all Aggrieved Employees.

26 **LIABILITY UNDER CALIFORNIA LABOR CODE SECTION 2810.3**

27 31. California Labor Code section 2810.3(b)(1) provides in pertinent part that “a client
28 employer shall share with the labor contractor” all civil liability for the payment of wages to the

workers supplied by the labor contractor.

32. People Ready is a “labor contractor” in that it supplies IFCO and/or MTNA with workers to perform labor within IFCO’s usual course of business. Lab. Code § 2810.3(a)(3).

33. IFCO and MTNA are each a “client employer” in that each of those business entities “obtains or is provided workers to perform labor within its usual course of business” from labor contractor People Ready Lab. Code § 2810.3(a)(1)(A). Moreover, IFCO and MTNA, and each of them, have a workforce of more than twenty-five workers and is supplied with at least five workers from a labor contractor at any given time. Lab. Code § 2810.3(a)(1)(B).

34. Under Section 2810.3, DEFENDANTS thus share all civil liability for the payment of wages to all workers supplied to IFCO by People Ready.

35. PLAINTIFF complied with all administrative requirements as to IFCO by providing notice to IFCO by certified mail of the claims alleged herein. Lab. Code § 2810.3(d). PLAINTIFF will send an amended notice to MTNA by certified mail of the claims alleged herein then amend this Complaint upon exhaustion.

36. Any reference herein to any alleged act or omission by any DEFENDANT shall be deemed also to mean the same alleged act or omission by every other DEFENDANT, acting jointly and severally.

37. Any reference herein to any alleged act or omission by any DEFENDANT shall be deemed also to mean the same alleged act or omission by every other DEFENDANT, acting jointly and severally.

PAGA ALLEGATIONS

38. PLAINTIFF brings this action under the PAGA, as a representative action on behalf of the State of California and all Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said “Aggrieved Employees” include the following:

- i. All non-exempt workers who were directly employed by Defendant PEOPLEREADY, INC. and/or TRUEBLUE, INC. - regardless of where those non-exempt workers were assigned or a staffed to work – in California at any

1 time from one year plus 65 days from the filing of the initial Complaint through
2 the present (“PAGA Period”).

3 ii. All non-exempt workers who were assigned/staffed to work at any one or more
4 of Defendant IFCO SYSTEMS US, LLC and/or MTNA, INC.’s location(s) in
5 California, by Defendant PEOPLEREADY, INC. and/or TRUEBLUE, INC.
6 and/or any other staffing/temporary service agencies, at any time during the
7 PAGA Period.

8 iii. All non-exempt workers who were directly employed by Defendant IFCO
9 SYSTEMS US, LLC and/or MTNA, INC. at any location in California at any
10 time during the PAGA Period.

11 39. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code
12 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
13 limitations period and personally suffered each of the Labor Code violations set forth herein.
14 Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved
15 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

16 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

17 40. PLAINTIFF, on January 22, 2025, through counsel, gave written notice by online
18 filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that
19 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
20 in this Complaint (“PAGA Notice”). PLAINTIFF, on February 25, 2025, through counsel gave
21 written amended notice by online filing with the LWDA informing it that an additional entity –
22 Defendant MTNA, Inc. that employed PLAINTIFF and other Aggrieved Employees during the
23 relevant period failed to comply with California’s labor laws with regard to the allegations alleged
24 in this Complaint (“Amended PAGA Notice”).¹ The PAGA Notice and Amended PAGA Notice
25 were also sent to DEFENDANTS via certified mail.

26 _____
27 ¹ On February 28, 2025, PLAINTIFF, through counsel, filed a second amended PAGA Notice with the LWDA to correct
28 the description of Aggrieved Employees to reflect the description contained in PLAINTIFF’s original PAGA Notice
filed with the LWDA on January 22, 2025, which said description was inadvertently changed in PLAINTIFF’s Amended
PAGA Notice filed with the LWDA on February 25, 2025. The Second Amended PAGA Notice was also sent to
DEFENDANTS via certified mail.

41. The PAGA Notice and Amended PAGA Notice outlined PLAINTIFF's claims for violations of the California Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved Employees.

42. The LWDA did not provide notice of its intention to investigate DEFENDANTS' violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA. PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3. Consequently, PLAINTIFF's right to file the instant lawsuit has duly accrued.

43. PLAINTIFF seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

FACTUAL ALLEGATIONS

44. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title(s) of packager and/or other similar title(s) and/or position(s) from in or around January 2024 through in or around June 2024.

45. PLAINTIFF was assigned by PeopleReady to work at including but not limited to, IFCO/MTNA's warehouse distribution centers, warehouses, service centers, facilities and/or other location(s) in including but not limited to, Fresno, California.

46. PLAINTIFF typically worked at least approximately ten (10) to twelve (12) hours per day, at least five (5) to six (6) days per week. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours worked.

47. Based on information and belief, at times, PLAINTIFF and other Aggrieved Employees were also compensated with non-discretionary compensation, including but not limited to, shift differential pay, bonus/incentive pay and/or other non-discretionary compensation.

48. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time

1 rounding policies, and failure to relieve employees of all duties/employer control during unpaid
2 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
3 below.

4 49. Based on information and belief, Aggrieved Employees were not paid for all hours
5 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours
6 worked instead of actual time worked, time rounding policies and practices, and/or mandated off-
7 the clock work policies and/or practices.

8 50. For example, based on information and belief, at times, PLAINTIFF and other
9 Aggrieved Employees were pressured to complete work tasks prior to clocking in for the start of
10 their shifts, after clocking out for the end of their shifts, and/or during unpaid meal periods, however,
11 DEFENDANTS failed to compensate PLAINTIFF and other Aggrieved Employees for all time
12 spent completing these/other work-related tasks, resulting in DEFENDANTS' failure to compensate
13 PLAINTIFF and other Aggrieved Employees for all hours worked and the underpayment of wages
14 owed to PLAINTIFF and other Aggrieved Employees.

15 51. For example, at times, DEFENDANTS required PLAINTIFF to respond to work-
16 related communications and/or complete other work tasks while clocked out for meal periods,
17 resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the
18 underpayment of wages owed to PLAINTIFF.

19 52. Based on information and belief, other Aggrieved Employees were also at times
20 required to complete off-the-clock work outside of scheduled shifts due to including but not limited
21 to, work-related phone calls and/or messages they received to their phones and/or mobile devices
22 and were required to respond to, including but not limited to, communications from supervisors
23 regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to other
24 Aggrieved Employees.

25 53. Based on information and belief, at times, Aggrieved Employees were required to
26 stand in line behind other employees to access DEFENDANTS' time-keeping system before they
27 could clock in for the start of their shifts and/or after completing a purported meal period but were
28 not compensated for this time spent under DEFENDANTS' control resulting in DEFENDANTS'

1 failure to compensate Aggrieved Employees for all hours worked and the underpayment of wages
2 owed to Aggrieved Employees.

3 54. Based on information and belief, at times, DEFENDANTS implemented a time-
4 rounding system that as applied systematically deprived PLAINTIFF and other Aggrieved
5 Employees of compensable time because the time-rounding system implemented by
6 DEFENDANTS would almost always, if not always, result in understating actual compensable work
7 time.

8 55. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
9 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
10 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
11 minimum wages owed to PLAINTIFF and Aggrieved Employees as well as unpaid overtime wages
12 for those Aggrieved Employees who worked more than eight (8) hours in a day and/or more than
13 forty (40) hours in a week.

14 56. Based on information and belief, DEFENDANTS had actual and/or constructive
15 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
16 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
17 underpayment of minimum wages and overtime wages owed to Aggrieved Employees, in violation
18 of California's minimum and overtime wage laws.

19 57. Based on information and belief, DEFENDANTS failed and continue to fail to pay
20 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
21 in a week.

22 58. Based on information and belief, DEFENDANTS failed and continue to fail to pay
23 Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours
24 per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in
25 a work week, in violation of California's overtime laws.

26 59. Based on information and belief, DEFENDANTS calculated the owed overtime
27 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
28 based on the minimum wage established for the cities and/or counties within which Aggrieved

1 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
2 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
3 above the California minimum wage rate.

4 60. Based on information and belief, DEFENDANTS failed to incorporate all non-
5 discretionary remuneration, including but not limited to, shift differential pay, bonus pay, multiple
6 base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the
7 owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed
8 to PLAINTIFF and other Aggrieved Employees.

9 61. For example, based on information and belief, at times, Aggrieved Employees earned
10 shift differential pay, non-discretionary bonuses/incentive pay and/or other non-discretionary
11 compensation during pay periods in which they worked overtime, yet DEFENDANTS failed to
12 incorporate all non-discretionary compensation into the regular rate(s) used to calculate the owed
13 overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to
14 Aggrieved Employees.

15 62. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
16 worked shifts of at least five and one-half hours or more, entitling them to at least one meal period.
17 However, PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty
18 (30) minute first and second meal periods. Based on information and belief, Aggrieved Employees
19 were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often
20 being forced to take late meal periods, interrupted meal periods, and/or work through part or all their
21 meal periods due to understaffing, the nature and constraints of their job duties and/or commentary
22 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
23 completely.

24 63. For example, based on information and belief, at times, PLAINTIFF and other
25 Aggrieved Employees were forced to take interrupted, late/shortened meal periods and/or remain
26 on-duty during unpaid meal periods due to the need to complete assigned job duties.

27 64. For example, PLAINTIFF was at times forced to take interrupted meal periods due
28 to the need to complete assigned job duties, including without limitation, responding to work-related

1 communications and/or completing other work tasks during unpaid meal periods. For example, at
2 times, DEFENDANTS required PLAINTIFF to respond to work-related calls and/or messages on
3 PLAINTIFF's cell phone while clocked out for meal periods, resulting in denied meal periods as
4 well as DEFENDANTS' failure to compensate PLAINTIFF for all hours worked.

5 65. Based on information and belief, other Aggrieved Employees were consistently
6 suffered or permitted to take meal periods past the fifth hour of work and/or had their meal periods
7 interrupted, cut short, and/or otherwise on duty due to commentary from supervisors, understaffing,
8 the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and
9 expectations.

10 66. Based on information and belief, DEFENDANTS implemented policies and/or
11 practices that failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control
12 during unpaid meal periods.

13 67. For example, based on information and belief, DEFENDANTS had a policy and
14 practice of requiring PLAINTIFF and other Aggrieved Employees to monitor/respond to work
15 communication devices during unpaid meal periods, and as such, DEFENDANTS failed to relieve
16 PLAINTIFF and other Aggrieved Employees of all duties and DEFENDANTS' control during
17 unpaid meal periods.

18 68. Based on information and belief, DEFENDANTS required Aggrieved Employees to
19 complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take
20 into account when scheduling meal periods for Aggrieved Employees. Based on information and
21 belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

22 69. Based on information and belief, despite DEFENDANTS' failure to provide lawful
23 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
24 times of PLAINTIFF's and other Aggrieved Employees' meal periods and/or automatically
25 deducting at least thirty minutes per shift for missed, on-duty, and/or otherwise unlawful meal
26 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Aggrieved
27 Employees did not receive lawful meal periods.

28 70. Moreover, based on information and belief, Aggrieved Employees who worked shifts

1 of more than ten hours did not receive a legally compliant thirty (30) minute second meal period.

2 71. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
3 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further
4 information and belief, DEFENDANTS did not have a compliant written meal period policy, nor
5 did DEFENDANTS have any sort of compliant policy in practice.

6 72. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
7 records of the true start and end times of PLAINTIFF's and Aggrieved Employees' meal periods.
8 Based on information and belief, to the extent meal periods were recorded, DEFENDANTS illegally
9 rounded the start and end times of purported meal periods resulting in PLAINTIFF and other
10 Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal
11 periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

12 73. Based on information and belief, DEFENDANTS had actual and/or constructive
13 knowledge that its policies and practices resulted in the denial of timely uninterrupted meal periods
14 that were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees, in
15 violation of California's meal period laws.

16 74. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees an
17 additional hour of wages at their respective regular rates of compensation for each workday a lawful
18 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
19 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
20 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,
21 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or
22 compensation for purposes of calculating the owed meal period premium.

23 75. **Rest Period Violations.** DEFENDANTS did not properly authorize and permit
24 PLAINTIFF and other Aggrieved Employees to take legally compliant rest periods at a rate of every
25 four (4) hours worked or major fraction thereof, that were insofar as practicable, taken in the middle
26 of the work period, as required by law.

27 76. PLAINTIFF and other Aggrieved Employees were not adequately informed,
28 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California

1 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to
2 the taking or timing of duty-free rest periods.

3 77. For example, PLAINTIFF and other Aggrieved Employees were at times unable to
4 take compliant rest periods due to their need to complete assigned job duties and/or were unable to
5 take a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted
6 to DEFENDANTS' premises/their workstations.

7 78. Also, per DEFENDANTS' unlawful rest period policies and practices,
8 DEFENDANTS only allowed PLAINTIFF a maximum of two (2) rest periods per shift even when
9 PLAINTIFF worked more than ten (10) hours in a shift.

10 79. Based on information and belief, DEFENDANTS failed to authorize net ten-minute,
11 off-duty, rest periods that were insofar as practicable in the middle of the work period as required
12 under California rest period law.

13 80. Based on information and belief, DEFENDANTS did not have a lawful policy,
14 instruction, or practice as to the taking, timing, or duty-free nature of rest periods. For example,
15 based on information and belief, DEFENDANTS failed to authorize and permit rest periods that
16 were a "net" ten minutes in a suitable rest area, and instead, to the extent rest periods were provided,
17 DEFENDANTS limited PLAINTIFF and other Aggrieved Employees to only ten-minute rest
18 periods, requiring them to be back at their workstations within ten minutes of leaving their work
19 stations , in violation of California rest period law.

20 81. Based on information and belief, DEFENDANTS did not pay PLAINTIFF any rest
21 period premiums during PLAINTIFF's employment despite DEFENDANTS having actual and/or
22 constructive knowledge that PLAINTIFF was at times and/or typically not relieved of all duties and
23 DEFENDANTS' control during purported rest periods, in violation of California rest period law.

24 82. Based on information and belief, any purported rest periods were interrupted, cut
25 short, on duty, restricted to premises, and/or late due to understaffing, the nature and constraints of
26 their job duties, and/or commentary from supervisors pressuring them to skip rest periods
27 completely and/or take non-compliant rest periods.

28 83. Moreover, DEFENDANTS failed to provide Aggrieved Employees with any form

1 of a third rest period on shifts lasting longer than ten (10) hours.

2 84. For example, DEFENDANTS failed to provide PLAINTIFF with any form of a third
3 rest period on shifts lasting longer than ten (10) hours.

4 85. Based on information and belief, DEFENDANTS implemented policies and/or
5 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
6 DEFENDANTS' control during rest periods.

7 86. Based on information and belief, Aggrieved Employees were pressured to complete
8 their work duties according to a designated schedule such that rest periods were only taken once
9 tasks were completed, and/or as time permitted.

10 87. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
11 which PLAINTIFF and other Aggrieved Employees experienced a missed/unlawful rest period in
12 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
13 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
14 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
15 shift differential pay, and/or other non-discretionary compensation into the regular rate of
16 compensation for purposes of calculating the owed rest period premium.

17 88. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
18 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
19 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
20 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
21 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
22 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
23 applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate by the employee.

25 89. DEFENDANTS issued wage statements to PLAINTIFF and other Aggrieved
26 Employees that also failed to indicate the earned gross and net wages earned during the pay period,
27 the correct applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF
28 and Aggrieved Employees (including but not limited to by virtue of rounded time entries, automatic

1 deduction for meal periods/failure to relieve Aggrieved Employees of all duties and employer
2 control during unpaid meal periods, payment according to scheduled hours worked rather than actual
3 hours worked, and/or other off-the-clock work policies and practices described above) which results
4 in a violation of Labor Code section 226(a).

5 90. Based on information and belief, wage statements issued by DEFENDANTS failed
6 to list the inclusive dates and/or correct inclusive dates of the pay period for which the Aggrieved
7 Employee is being paid, in violation of Labor Code section 226(a)(2) and/or Labor Code section
8 (a)(6).

9 91. Based on information and belief, DEFENDANTS issued wage statements to
10 Aggrieved Employees that fail to accurately list all deductions, in violation of Labor Code section
11 226(a)(4).

12 92. Moreover, based on information and belief, DEFENDANTS issued wage statements
13 to PLAINTIFF and Aggrieved Employees that further violate Labor Code section 226(a), by among
14 other things, failing to list the correct name and/or address of the legal entity that is the employer,
15 in violation of Labor Code section 226(a)(8).

16 93. Based on information and belief, wage statements issued by DEFENDANTS failed
17 to list all applicable hourly rates in effect during the pay period and the corresponding number of
18 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
19 Code section 226(a)(9).

20 94. As such, DEFENDANTS' issued wage statements to Aggrieved Employees that did
21 not include all of the statutorily required information, including but not limited to, the correct name
22 and/or address of the legal entity that is the employer.

23 95. Based on further information and belief, DEFENDANTS issued wage statements to
24 Aggrieved Employees that failed to list the accurate total hours worked whenever shift differential
25 wages were paid in violation of Labor Code section 226.

26 96. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
27 Employees that were not accurate and did not include all of the statutorily required information. As
28 such, DEFENDANTS violated Labor Code section 226.

1 **97. Unreimbursed Business Expenses.** Based on information and belief,
2 DEFENDANTS required PLAINTIFF and other Aggrieved Employees to incur business expenses
3 as a direct consequence of the performance of their job duties without providing reimbursement, in
4 violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and other
5 Aggrieved Employees were improperly required to provide and maintain work tools that are
6 supposed to be the responsibility of the employer.

7 **98.** Based on information and belief, DEFENDANTS shifted the costs of doing business
8 onto Aggrieved Employees by requiring them to pay for business expenses.

9 **99.** For example, based on information and belief, Aggrieved Employees were required
10 to use their personal cell phones/mobile devices to carry out their assigned job duties, including
11 without limitation, for receiving and responding to work-related calls and/or messages from
12 supervisors and/or other employees regarding scheduling and/or other work tasks but were not
13 reimbursed by DEFENDANTS at all and/or in full for these business expenses.

14 **100.** For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
15 cell phone/mobile device to carry out PLAINTIFF's assigned job duties, including without
16 limitation, for receiving and responding to work-related calls and/or messages, however,
17 DEFENDANTS failed to provide PLAINTIFF with any and/or full reimbursement for these
18 business expenses, including but not limited to, increased data plan charges incurred by PLAINTIFF
19 as a result of DEFENDANTS' requirement PLAINTIFF use PLAINTIFF's cell phone/mobile
20 device for work.

21 **101.** Based on information and belief, Aggrieved Employees were improperly required to
22 pay for business expenses that are supposed to be the responsibility of DEFENDANTS.

23 **102.** Based on information and belief, DEFENDANTS regularly failed to reimburse and
24 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section
25 2802, PLAINTIFF and Aggrieved Employees were entitled to be reimbursed for all reasonable
26 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties
27 assigned by DEFENDANTS.

28 **103.** DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement

1 for all reasonable expenses associated with carrying out their duties required that Aggrieved
2 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
3 2802.

4 **104. Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
5 information and belief, DEFENDANTS failed to timely pay Aggrieved Employees all wages that
6 were due and owing upon termination or resignation. Based on information and belief,
7 DEFENDANTS untimely provide final wages to Aggrieved Employees without regard to the timing
8 requirements of Labor Code sections 201-202.

9 **105.** Upon separation of employment, Aggrieved Employees' final paychecks were not
10 timely provided, were not timely provided with all owed vacation pay and/or paid time off and/or
11 did not include all wages owed as they were devoid of, including but not limited to, all owed
12 minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or
13 paid time off wages at the properly accrued rates (including but not limited to, all owed vacation
14 pay/paid time off paid at the final rate including non-discretionary compensation, including but not
15 limited to, shift differentials).

16 **106.** For example, DEFENDANTS did not provide PLAINTIFF with any final paycheck
17 for at least approximately one and one-half weeks following the separation of PLAINTIFF's
18 employment, and PLAINTIFF's late final paycheck was devoid of all wages owed, including
19 without limitation, all owed minimum wages, overtime wages, premium wages, and vacation pay
20 and/or paid time off wages at the properly accrued rates (including but not limited to, all owed
21 vacation pay/paid time off paid at the final rate including non-discretionary compensation, including
22 but not limited to, any owed shift differentials)

23 **107.** Based on information and belief, DEFENDANTS failed to timely provide all owed
24 wages immediately upon discharge of employment. Based on information and belief, at times,
25 Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby
26 Aggrieved Employees would not be called in for work for longer than a single pay period due to
27 including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances
28 qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at

1 the end of such periods of employment, in violation of including but not limited to Labor Code
2 section 201-202.

3 108. **Seating Violations.** Per section 14(A-B) of all applicable IWC Wage Orders,
4 employees shall be provided with suitable seats when the nature of the work reasonably permits the
5 use of seats and when they are not actively engaged in the work duties that would not permit them
6 to be seated. All applicable IWC Wage Orders, Section 14(A-B) provides:

7 109. (A) All working employees shall be provided with suitable seats when the nature of
8 the work reasonably permits the use of seats.

9 110. (B) When employees are not engaged in the active duties of their employment and
10 the nature of the work requires standing, an adequate number of suitable seats shall be placed in
11 reasonable proximity to the work area and employees shall be permitted to use such seats when it
12 does not interfere with the performance of their duties.

13 111. Suitable seating is one of the worker protections covered by California's Wage
14 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
15 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
16 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

17 112. Based on information and belief, DEFENDANTS failed to provide PLAINTIFF and
18 other Aggrieved Employees with suitable seating, and when such employees were not engaged in
19 duties which required them to stand, no seating was placed in reasonable proximity to their
20 workstations.

21 113. For example, DEFENDANTS failed to provide PLAINTIFF with suitable seating,
22 and when PLAINTIFF was not engaged in duties which required PLAINTIFF to stand, no seating
23 was placed in reasonable proximity to PLAINTIFF's workstation(s).

24 114. Moreover, based on information and belief, the nature of the work reasonably
25 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
26 Lastly, based on information and belief, there were periods of time when Aggrieved Employees
27 were not engaged in active duties of their employment, yet there were no suitable seats in reasonable
28 proximity to the work area and use of seats would not interfere with the performance of their duties.

1 115. DEFENDANTS' Aggrieved Employees worked in various positions, including but
2 not limited to, as packagers and/or similar title(s) and/or job position(s). The nature of Aggrieved
3 Employees' work reasonably permitted the use of seats. However, DEFENDANTS failed to provide
4 suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section
5 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and
6 1199, subjecting DEFENDANTS to civil penalties under Labor Code sections 1199 and 2699. Each
7 violation of each Labor Code section and IWC Wage Order provision, for each Aggrieved
8 Employee, results in a separate civil penalty.

9 116. **Violation of Labor Code Sections 2100-2112.** Pursuant to Labor Code Sections
10 2100–2112, employers with one hundred (100) or more employees at a single warehouse
11 distribution center, or one thousand (1,000) or more employees at one or more warehouse
12 distribution centers in California are required to provide nonexempt employees, upon hire, with a
13 written description of each quota they are subject to (e.g., quantified number of tasks to be performed
14 or materials to be handled) within a defined period of time and any potential adverse employment
15 action that may result from failure to meet the quota. Labor Code Section 2102 (see below) prohibits
16 adverse employment actions against employees who fail to meet their quota if the quota was not
17 properly disclosed to the employee and prohibits quotas that prevent an employee from taking his
18 or her meal or rest breaks, use of restrooms, or that interfere with compliance with California's
19 occupational health and safety laws.

20 117. Labor Code Section 2101 provides:

21 118. Each employer shall provide to each employee, upon hire, or within 30 days of the
22 effective date of this part, a written description of each quota to which the employee is subject,
23 including the quantified number of tasks to be performed or materials to be produced or handled,
24 within the defined time period, and any potential adverse employment action that could result from
25 failure to meet the quota.

26 119. Labor Code Section 2102 provides:

27 120. An employee shall not be required to meet a quota that prevents compliance with
28 meal or rest periods, use of bathroom facilities, including reasonable travel time to and from

1 bathroom facilities, or occupational health and safety laws in the Labor Code or division standards.
2 An employer shall not take adverse employment action against an employee for failure to meet a
3 quota that does not allow a worker to comply with meal and rest periods, or occupational health and
4 safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been
5 disclosed to the employee pursuant to Section 2101.

6 121. Labor Code Section 2104 provides in pertinent part:

7 122. (a)(1) If a current or former employee believes that meeting a quota caused a
8 violation of their right to a meal or rest period or required them to violate any occupational health
9 and safety laws in the Labor Code or division standards, they have the right to request, and the
10 employer shall provide, a written description of each quota to which the employee is subject and a
11 copy of the most recent 90 days of the employee's own personal work speed data.

12 123. (2) If a former employee requests a written description of the quotas to which they
13 were subject and a copy of their own personal work speed data pursuant to paragraph (1), the
14 employer shall provide 90 days of the former employee's quotas and personal work speed data for
15 the 90 days prior to the date of the employee's separation from the employer.

16 124. (b) An employer that receives a written or oral request for information pursuant to
17 subdivision (a) shall comply with the request as soon as practicable, but no later than 21 calendar
18 days from the date of the request.

19 125. During the relevant period, DEFENDANTS employed 100 or more Aggrieved
20 Employees at a single warehouse distribution center and/or employed 1,000 or more Aggrieved
21 Employees at one or more distribution centers in California rendering DEFENDANTS subject to
22 the provisions of Labor Code Sections 2100-2112, during the relevant period.

23 126. Based on information and belief, DEFENDANTS had/have a policy and practice of
24 failing to provide Aggrieved Employees, upon hire, with a written description of each quota they
25 are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a
26 defined period of time and any potential adverse employment action that may result from failure to
27 meet the quota. DEFENDANTS had/have a policy and practice of subjecting Aggrieved Employees
28 to quotas that prevented those Aggrieved Employees from taking their meal and rest periods and/or

1 using bathroom facilities and/or interfered with compliance of California's occupational health and
2 safety laws.

3 127. Based on further information and belief, DEFENDANTS have/had a policy and
4 practice of subjecting Aggrieved Employees to adverse employment actions for failure to meet a
5 quota that was not disclosed pursuant to Labor Code Section 2101 and/or did not allow them to
6 comply with meal and rest period laws and/or occupational health and safety laws, in violation of
7 Labor Code section 2102.

8 128. As a result of DEFENDANTS' acts and omissions, DEFENDANTS violated Labor
9 Code section 2100-2112 as to Aggrieved Employees and are subject to civil penalties.

10 129. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
11 engaged in these same herein described unlawful practices, which led to violations of the California
12 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
13 unlawful practices to other Aggrieved Employees that it applied to PLAINTIFF.

14
15 **FIRST CAUSE OF ACTION**
16 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
17 **2698, *ET SEQ.***
18 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
19 **Defendants)**

20 130. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

21 **Meal Period Violations**

22 131. California law requires employers to provide employees a duty-free, uninterrupted
23 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
24 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
25 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
26 *Court* (2012) 53 Cal.4th 1004.

27 132. Employers must also provide employees with a second duty-free, uninterrupted thirty
28 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
be provided before the end of the 10th hour of work. *Ibid.*

133. Employers covered by any and all applicable IWC Wage Orders have an obligation

1 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
2 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
3 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
4 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
5 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
6 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
7 provided”).

8 134. Employers must pay employees an additional hour of wages at the employees’
9 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
10 meal period, first meal period provided after five (5) hours, second meal period provided after 10
11 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
12 provide an employee a meal period in accordance with the applicable provision of this Order, the
13 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
14 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

15 135. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
16 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
17 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
18 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
19 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
20 periods completely.

21 136. Based on information and belief, DEFENDANTS had and continue to have a policy
22 of rounding the start and end times of employees’ meal periods and/or automatically deducting thirty
23 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and
24 Aggrieved Employees did not receive compliant meal periods.

25 137. Moreover, based on information and belief, Aggrieved Employees did not receive a
26 timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

27 138. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
28 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and

1 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
2 violation of California's meal period laws.

3 139. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
4 periods in violation of California law and/or failed to pay the proper meal period premium for failure
5 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
6 differential pay and/or other non-discretionary compensation into the regular rate or compensation
7 for purposes of calculating the owed meal period premium.

8 140. These unlawful meal period policies and practices result in violations of Labor Code
9 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
10 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
11 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
12 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

13 **Rest Period Violations**

14 141. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
15 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
16 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
17 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
18 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
19 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
20 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
21 1029). The rest period requirement obligates employers to permit and authorize employees to take
22 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
23 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
24 257. If the employer fails to provide any required rest period, the employer must pay the employee
25 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
26 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
27 applicable IWC Wage Order, §12(B).

28 142. Moreover, under California law rest periods must be a “net” ten minutes in a suitable

1 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
2 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
3 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
4 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
5 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
6 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
7 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
8 “onus is on the employer to clearly communicate the authorization and permission [to take rest
9 periods] to its employees.”).

10 143. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
11 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
12 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
13 to DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
14 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
15 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

16 144. Based on information and belief, DEFENDANTS implemented policies and/or
17 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
18 employer control during rest periods. Based on further information and belief, Aggrieved
19 Employees were pressured to complete their work duties according to a designated schedule such
20 that rest periods were only taken once tasks were completed, and/or as time permitted.

21 145. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
22 first, second, or third rest periods as required by California law.

23 146. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
24 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
25 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
26 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
27 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
28 the regular rate of compensation for purposes of determining the owed rest period premium.

1 147. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
2 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
3 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

4 **Minimum and Overtime Wage Violations**

5 148. California law provides that employees in California must be paid for all hours
6 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
7 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
8 The minimum wage standard applies to each hour employees worked for which they were not paid.
9 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
10 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
11 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

12 149. California law also provides that employees in California must be paid overtime,
13 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
14 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
15 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
16 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
17 consecutive day of work in a work week. *Ibid.*

18 150. As explained above, DEFENDANTS violated California's minimum and overtime
19 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
20 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
21 start and end times and meal period start and end times), payment according to scheduled hours
22 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during
23 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
24 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

25 151. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
26 Aggrieved Employees for all hours worked.

27 152. Based on information and belief, DEFENDANTS had actual or constructive
28 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for

1 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
2 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
3 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved
4 Employees.

5 153. Based on information and belief, DEFENDANTS calculated the owed overtime
6 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
7 based on the minimum wage established for the cities and/or counties within which Aggrieved
8 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
9 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
10 above the California minimum wage rate.

11 154. Based on information and belief, DEFENDANTS failed and continue to fail to pay
12 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
13 in a week.

14 155. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved
15 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
16 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
17 violation of California's overtime laws.

18 156. Based on information and belief, DEFENDANTS further violated California's
19 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
20 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
21 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
22 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
23 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
24 other Aggrieved Employees.

25 157. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
26 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
27 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
28 Wage Orders, section 20.

1 **Standard Conditions of Labor Violations**

2 158. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
3 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
4 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
5 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS’
6 violations with respect to meal periods, rest periods, seating, business expenses, minimum/overtime
7 wages and other violations described herein result in separate violations of sections 1198 and 1199,
8 which subject DEFENDANTS to civil penalties under Labor Code sections 1197.1 and 2699.

9 **Business Expense Violations**

10 159. California law requires employers to indemnify their employees for all necessary
11 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
12 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
13 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
14 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
15 incurred by the employee enforcing the rights granted by this section.”

16 160. Among other things, under California law, when employees must use their personal
17 cellphones for work-related purposes, the employer must reimburse them for a reasonable
18 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
19 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
20 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
21 *Id.* 1144-1145.

22 161. Further, “any contract or agreement, express or implied, made by any employee to
23 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
24 any employee or his personal representative of any right or remedy to which he is entitled to under
25 the laws of this State.” *See* Cal. Lab. Code section 2804.

26 162. As described above, PLAINTIFF and the Aggrieved Employees were improperly
27 required to pay for business expenses that are legally the responsibility of the employer.

28 163. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with

1 full reimbursement for all reasonable expenses associated with carrying out their duties required
2 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
3 expenses in violation of Labor Code section 2802.

4 164. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and other Aggrieved
5 Employees have suffered injury in that they were not completely reimbursed as mandated by
6 California law.

7 165. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with
8 full reimbursement for all reasonable expenses associated with carrying out their duties required
9 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
10 expenses in violation of Labor Code section 2802.

11 166. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved
12 Employees have suffered injury in that they were not completely reimbursed as mandated by
13 California law.

14 167. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
15 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
16 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
17 Code § 2802 and the applicable Wage Order.

18 **Wage Statement Violations**

19 168. California law requires every employer semi-monthly or at the time of each payment
20 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
21 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
22 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
23 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
24 is paid; (7) the name of the employee and only the last four digits of his or her social security number
25 or an employee identification number other than a social security number; (8) the name and address
26 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
27 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

28 169. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees

1 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
2 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
3 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
4 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
5 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
6 effect during the pay period and the corresponding number of hours worked at each hourly rate by
7 the employee, in violation of Labor Code section 226(a)(9).

8 170. Moreover, due to violations detailed above, including but not limited to,
9 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
10 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
11 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
12 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed
13 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based
14 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
15 compensation earned during the pay period into the regular rate of pay for purposes of calculating
16 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
17 overtime worked by PLAINTIFF and other Aggrieved Employees.

18 171. As explained above, wage statements issued by DEFENDANTS failed to list the
19 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
20 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
21 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
22 described above), which results in a violation of Labor Code section 226(a).

23 172. Failure to list all hours worked on a wage statement, gives rise to an inference of
24 injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th
25 1308, 1337).

26 173. Based on information and belief, wage statements issued by DEFENDANTS failed
27 to list all applicable hourly rates in effect during the pay period and the corresponding number of
28 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor

1 Code section 226(a)(9).

2 174. Separately, and independent from the above allegations, based on information and
3 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that
4 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal
5 entity that is the employer.

6 175. DEFENDANTS' failure to accurately list all hours worked on all wage statements
7 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
8 Employees over whether they received all wages owed to them.

9 176. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
10 they could not easily determine whether they received all wages owed to them and whether they
11 were paid for all hours worked.

12 177. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
13 address of the legal entity that is the employer, PLAINTIFF and Aggrieved Employees have suffered
14 injury as they could not contact their employer regarding any question(s) they had about wages paid.

15 178. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and
16 Aggrieved Employees with accurate, itemized wage statements.

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

26 180. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
27 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
28

1 during which the statute provisions were violated. ²

2 **Untimely Payment of Final Wages**

3 181. California Labor Code section 201(a) provides, in relevant part, that “[i]f an
4 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
5 payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an
6 employee not having a written contract for a definite period quits his or her employment, his or her
7 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
8 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
9 to his or her wages at the time of quitting.”

10 182. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
11 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
12 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
13 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
14 section 256. See, *Iskanian v. CLS Transportation Riverside, LLC*, 59 Cal.4th 348 (2014); see also,
15 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

16 183. Based on information and belief, upon separation of employment, Aggrieved
17 Employees’ final paychecks were not timely provided and/or did not include all wages owed, in
18 violation of Labor Code section 201-202. Based on information and belief, Aggrieved Employees’
19 final paychecks did not include all wages owed as they are devoid of, including but not limited to,
20 all owed minimum wages, overtime wages, and premium wages.

21 184. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
22 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
23 256.

24 **Seating Violations**

25 185. Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be
26 provided with suitable seats when the nature of the work reasonably permits the use of seats and
27 when they are not actively engaged in the work duties that would not permit them to be seated.

28 ² Labor Code § 226.3 (establishing that the civil penalty is \$5 per employee per violation”).

1 186. All applicable IWC Wage Orders, Section 14(A-B) provides:

2 (A) All working employees shall be provided with suitable seats when the nature of the
3 work reasonably permits the use of seats.

4 (B) When employees are not engaged in the active duties of their employment and the
5 nature of the work requires standing, an adequate number of suitable seats shall be placed in
6 reasonable proximity to the work area and employees shall be permitted to use such seats when it
7 does not interfere with the performance of their duties.

8 187. Suitable seating is one of the worker protections covered by California's Wage
9 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
10 construed to effectuate the goal of protecting the comfort and welfare of employees. Brinker
11 Restaurant Corp. v. Superior Court, 53 Cal.4th 1004, 1027 (2012).

12 188. Based on information and belief, DEFENDANTS failed to provide PLAINTIFF and
13 other Aggrieved Employees with suitable seating, and when such employees were not engaged in
14 duties which required them to stand, no seating was placed in reasonable proximity to their
15 workstations.

16 189. Moreover, based on information and belief, the nature of the work reasonably
17 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
18 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
19 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
20 of seats would not interfere with the performance of their duties.

21 190. The Aggrieved Employees worked in various positions. The nature of PLAINTIFF's
22 and other Aggrieved Employees' work reasonably permitted the use of seats. However,
23 DEFENDANTS failed to provide suitable seating in reasonable proximity to Aggrieved Employees'
24 work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections
25 1198 and 1199, subjecting DEFENDANTS to civil penalties under Labor Code sections 1199 and
26 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each
27 Aggrieved Employee, results in a separate civil penalty.

28

1 **Violation of Labor Code Sections 2100-2112**

2 191. Pursuant to Labor Code Sections 2100–2112, employers with one hundred (100) or
3 more employees at a single warehouse distribution center, or one thousand (1,000) or more
4 employees at one or more warehouse distribution centers in California are required to provide
5 nonexempt employees, upon hire, with a written description of each quota they are subject to (e.g.,
6 quantified number of tasks to be performed or materials to be handled) within a defined period of
7 time and any potential adverse employment action that may result from failure to meet the quota.
8 Labor Code Section 2102 (see below) prohibits adverse employment actions against employees who
9 fail to meet their quota if the quota was not properly disclosed to the employee and prohibits quotas
10 that prevent an employee from taking his or her meal or rest breaks, use of restrooms, or that interfere
11 with compliance with California’s occupational health and safety laws.

12 192. Labor Code Section 2101 provides:

13 193. Each employer shall provide to each employee, upon hire, or within 30 days of the
14 effective date of this part, a written description of each quota to which the employee is subject,
15 including the quantified number of tasks to be performed or materials to be produced or handled,
16 within the defined time period, and any potential adverse employment action that could result from
17 failure to meet the quota.

18 194. Labor Code Section 2102 provides:

19 195. An employee shall not be required to meet a quota that prevents compliance with
20 meal or rest periods, use of bathroom facilities, including reasonable travel time to and from
21 bathroom facilities, or occupational health and safety laws in the Labor Code or division standards.
22 An employer shall not take adverse employment action against an employee for failure to meet a
23 quota that does not allow a worker to comply with meal and rest periods, or occupational health and
24 safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been
25 disclosed to the employee pursuant to Section 2101.

26 196. Labor Code Section 2104 provides in pertinent part:

27 197. (a)(1) If a current or former employee believes that meeting a quota caused a
28 violation of their right to a meal or rest period or required them to violate any occupational health

1 and safety laws in the Labor Code or division standards, they have the right to request, and the
2 employer shall provide, a written description of each quota to which the employee is subject and a
3 copy of the most recent 90 days of the employee's own personal work speed data.

4 198. (2) If a former employee requests a written description of the quotas to which they
5 were subject and a copy of their own personal work speed data pursuant to paragraph (1), the
6 employer shall provide 90 days of the former employee's quotas and personal work speed data for
7 the 90 days prior to the date of the employee's separation from the employer.

8 199. (b) An employer that receives a written or oral request for information pursuant to
9 subdivision (a) shall comply with the request as soon as practicable, but no later than 21 calendar
10 days from the date of the request.

11 200. During the relevant period, DEFENDANTS employed 100 or more Aggrieved
12 Employees at a single warehouse distribution center and/or employed 1,000 or more Aggrieved
13 Employees at one or more distribution centers in California rendering DEFENDANTS subject to
14 the provisions of Labor Code Sections 2100-2112, during the relevant period.

15 201. Based on information and belief, DEFENDANTS had/have a policy and practice of
16 failing to provide Aggrieved Employees, upon hire, with a written description of each quota they
17 are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a
18 defined period of time and any potential adverse employment action that may result from failure to
19 meet the quota. DEFENDANTS had/have a policy and practice of subjecting Aggrieved Employees
20 to quotas that prevented those Aggrieved Employees from taking their meal and rest periods and/or
21 using bathroom facilities and/or interfered with compliance of California's occupational health and
22 safety laws.

23 202. Based on further information and belief, DEFENDANTS have/had a policy and
24 practice of subjecting Aggrieved Employees to adverse employment actions for failure to meet a
25 quota that was not disclosed pursuant to Labor Code Section 2101 and/or did not allow them to
26 comply with meal and rest period laws and/or occupational health and safety laws, in violation of
27 Labor Code section 2102.

203. As a result of DEFENDANTS' acts and omissions, DEFENDANTS violated Labor Code section 2100-2112 as to Aggrieved Employees and are subject to civil penalties.

204. Under the provisions of PAGA and the above mentioned Labor Code sections, including but not limited to Labor Code sections 201-203, 210, 226, 226.7, 256, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 1198, 1199, 2100-2112, 2699, 2699.3, 2802, and all applicable Wage Orders as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

- a. All statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein only if permitted by the PAGA statute, pursuant to Labor Code section 2699(a); and
- b. Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code section 2699(f).

205. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws, PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of PLAINTIFF, the State of California, and all Aggrieved Employees:

1. For civil penalties under Labor Code Section 2699;
2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney's fees and costs of suit; and

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4. For such other and further relief that the Court deems just and proper.

Dated: May 2, 2025

CROSNER LEGAL, PC

By: 
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