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County of Alameda
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8 **IN THE SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF ALAMEDA**
10 **UNLIMITED JURISDICTION**

10 LIZBETH RODRIGUEZ SANCHEZ, an
11 individual; and MAICO GOMES CHALES, an
12 individual,

12 Plaintiffs,

13 vs.

14 HUMAN BEES, Inc, a California Corporation;
15 FEDERAL EXPRESS CORPORATION, a
16 Delaware Corporation; and DOES 1-20,
17 inclusive,

18 Defendants.
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Case No. **23CV032795**

**COMPLAINT FOR DAMAGES;
DEMAND FOR JURY TRIAL**

1. Non-Payment of Regular Wages and/or Minimum Wage (*Labor Code* §§ 201, 202, and/or 204, and *Wage Order* 9-2001);
2. Non-Payment of Overtime Time and/or Double Time Wages (*Labor Code* § 510 and *Wage Order* 9-2001);
3. Failure to Provide Rest/M meal Breaks (*Labor Code* § 226.7 and 8 *CCR* §§ 11010 et seq.);
4. Inadequate Records (*Labor Code* § 1174);
5. Pay Stub Violations (*Labor Code* § 226);
6. Failure to Provide Written Notice of Employment-Related Information (*Labor Code* § 2810.5);
7. Waiting Time Penalties (*Labor Code* §§ 201, 202, & 203));
8. Unfair Business Practices (*Bus & Prof Code* §§ 17200 et seq.);
9. Retaliation (*Labor Code* §§ 98.6 & 1102.5); and
10. PAGA (*Labor Code* § 2698 et seq.).

1 Plaintiffs LIZBETH RODRIGUEZ SANCHEZ and MAICO GOMES CHALES allege as
2 follows:

3 **NATURE OF CLAIM**

4 1. This is an action by Plaintiffs LIZBETH RODRIGUEZ SANCHEZ and MAICO
5 GOMES CHALES (“Plaintiffs”) former employees, against Defendants HUMAN BEES, Inc, a
6 California Corporation; Federal Express Corporation, a Delaware Corporation; and DOES 1-20 who
7 are their former employers, seeking remedies for non-payment of California minimum wage and
8 regular time wage, non-payment of overtime wages/and or double time wages, waiting time penalties,
9 failure to provide rest/meal breaks, failure to keep accurate time records, failure to provide proper
10 and itemized wage statements, failure to provide notice of employment-related information,, waiting
11 time penalties, retaliation, and unfair business practices as well as civil penalties pursuant to the
12 *Labor Code* Private Attorneys General Act of 2004 (“PAGA”).

13 **SUBJECT MATTER JURISDICTION AND VENUE**

14 2. This Court has subject matter jurisdiction and is a proper venue because Defendant
15 Human Bees conducts business in Alameda County and the wrongful acts against Plaintiffs occurred
16 while they were employed with Defendant Human Bees in Alameda County.

17 **PARTIES**

18 3. Plaintiff Lizbeth Rodriguez Sanchez is, and was at all relevant times, an individual
19 residing in Oakland, California. Plaintiff Maico Gomes Chales is, and was at all relevant times, an
20 individual residing in Oakland, California. Plaintiffs were employed by Defendants as package sorters
21 at a Federal Express facility located at 9190 Edes Avenue, Oakland, California, 94603 (the “Federal
22 Express Facility”). “Entity Defendant” Federal Express Corporation is a Delaware corporation
23 registered at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street,
24 Wilmington, Delaware, 19801. “Entity Defendant” Human Bees, Inc. is a California corporation
25 located at 627 McCormick Street, San Leandro, California, 94577, and is the entity that paid Plaintiffs.

26 4. Individual Defendants DOES 1-20, inclusive were, according to information and belief,
27 owners, officers and/or employees of Defendants, each of whom had significant control over the pay
28 and work conditions of Plaintiff.
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1 5. The true names and capacities, whether individual, corporate, associate or otherwise,
2 of Defendants sued herein as DOES 1 through 20, inclusive, are currently unknown to Plaintiffs, who
3 therefore sue said Defendants by such fictitious names and Plaintiffs will seek to amend this Complaint
4 to show their true names and capacities when the same have been ascertained. Plaintiffs are informed
5 and believe, and based thereon allege, that each of the Defendants designated herein as DOE is legally
6 responsible in some manner for the events and happenings referred to herein and caused injury and
7 damage proximately thereby to Plaintiffs as alleged herein. Each reference in this Complaint to
8 "Defendant," "Defendants" or a specifically named Defendant refers also to all Defendants sued under
9 fictitious names. Plaintiffs are informed and believe, and based thereon allege, that at all times herein
10 mentioned each of the Defendants was the agent, employee and servant of each of the remaining
11 Defendants, and in doing the actions hereinafter alleged was acting within the scope of such agency,
12 employment, and servitude, with the knowledge and consent of each of the Defendants. Whenever
13 this Complaint makes reference to "Defendants" or "Defendants, and each of them," such allegations
14 shall be deemed to mean the acts of Defendants acting individually, jointly and/or severally.

15 6. At all relevant times the Entity Defendants were joint employers of Plaintiffs because
16 (a) each Defendant exercised control over Plaintiffs' wages, hours, or working conditions, (b) each
17 Defendant suffered or permitted Plaintiffs to work, and/or (c) each Defendant engaged Plaintiffs in a
18 manner which created a common law employment relationship.

19 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

20 7. Plaintiff has exhausted their administrative remedies under PAGA by timely giving
21 notice by online filing to the Labor and Workforce Development Agency on June 29, 2022 by
22 electronic filing, as well as to Defendants by certified mail, of the specific provisions of the *Labor*
23 *Code* alleged to have been violated, including the facts and theories to support the alleged violation.
24 Plaintiff has not received notice from the LWDA within 65 calendar days of the postmark date of
25 Plaintiff's notice that the LWDA will commence an investigation of the alleged violations. Plaintiff
26 has, therefore, exhausted Plaintiffs' administrative remedies and timely filed this action within the
27 prescribed period pursuant to PAGA. A true and correct copy of the letter sent to the LWDA and
28 Defendants is attached hereto as **Exhibit 1**.

1 8. *Labor Code* §2699.3(a)(2)(C) states: “Notwithstanding any other provision of law, a
2 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under
3 this part at any time within 60 days of the time periods specified in this part.” Plaintiff has exhausted
4 Plaintiff’s administrative remedies and is within the time period to amend as a matter of right. Plaintiff
5 hereby amends this Complaint as a matter of right pursuant to *Labor Code* §2699.3(a)(2)(C).

6 **FACTS RELATING TO PLAINTIFF’S CLAIMS**

7 9. Plaintiff Lizbeth Rodriguez Sanchez started working at the Federal Express Facility in
8 November of 2021. Plaintiff Lizbeth Rodriguez Sanchez got the job through Entity Defendant Human
9 Bees.

10 10. Plaintiff Maico Gomes Chales started working at the Federal Express Facility on
11 December 6, 2021. Plaintiff Maico Gomes Chales also got the job through Entity Defendant Human
12 Bees.

13 11. Plaintiffs and other employees were employed by Defendants as package sorters and
14 regularly worked more than 8 hours per day or 40 hours per week. Plaintiffs’ paychecks would often
15 show overtime pay; however, Defendants failed to pay their full overtime wages when Plaintiffs
16 worked more than eight hours in one day or forty hours in one week.

17 12. Defendants failed to keep accurate time records of the total wages earned by their
18 employees and their hours worked and failed to provide Plaintiffs and other employees with proper
19 and sufficient itemized statements with their pay.

20 13. Plaintiffs realized early on in their employment that their paychecks were missing many
21 hours they had worked, and that they were not being paid for those hours. Plaintiffs complained to
22 their recruiter at Entity Defendant Human Bees, Inc. that theirs, and other employees’, paychecks were
23 missing hours worked. Other employees likely complained as well. No corrective action was taken.

24 14. Defendants failed to provide Plaintiffs with a thirty-minute meal period for every five
25 hours worked; and rest periods of ten minutes for every four hours worked. Plaintiffs were routinely
26 not allowed to take the legally required meal or rest breaks while working for Defendants because they
27 were told there was “too much work”. The paychecks also did not contain the missed meal/rest break
28 penalties owed to Plaintiffs, and other employees, and this made the paychecks inaccurate.

15. Plaintiff Lizbeth Rodriguez Sanchez was retaliated against, suspended, and terminated by Defendants after complaining about Defendants' unlawful behavior as described in this complaint. Defendant retaliated by accusing Plaintiff Lizbeth Rodriguez Sanchez of engaging in "gossip", she was taken off the work schedule, and not allowed to enter the workplace. Plaintiff Lizbeth Rodriguez Sanchez believes that other current and former employees of Defendants have been the victims of similar wage and wage and hour violations.

16. Plaintiff Lizbeth Rodriguez Sanchez' last day of work was on January 11, 2022.

17. Plaintiff Maico Gomes Chales' last day of work was on or around May of 2022, when he left to work for another employer.

FIRST CAUSE OF ACTION

**Non-Payment of Regular Wages and/or Minimum Wage
(Labor Code §§ 201, 202, and/or 204, and Wage Order 9-2001)**

18. Plaintiffs incorporate each and every allegation contained in paragraphs 1 through 17 of this Complaint.

19. *Labor Code* §§ 201 and 202, which apply to Plaintiffs' employment by Defendants, require that an employer pay all unpaid earned wages immediately to an employee who is discharged or within 72 hours to an employee who quits. *Labor Code* § 204 and *IWC Order No. 9-2001* which apply to Plaintiffs' employment by Defendants, requires that Plaintiffs be paid weekly or bi-monthly for all the work performed during the applicable pay period. *Labor Code* § 1194 and *IWC Order No. 9-2001* require Defendants to pay at least the highest minimum wage for each hour worked under state law or local ordinance.

- CALIFORNIA MINIMUM WAGE: Defendants underpaid Plaintiff in violation of California's minimum wage law. The California minimum wage is \$13.00 and \$14.00 from January 1, 2021 (for 1-25 employees and 25+ employees)
- CALIFORNIA MINIMUM WAGE: Defendants underpaid Plaintiff in violation of California's minimum wage law. The California minimum wage is \$14.00 and \$15.00 from January 1, 2022 (for 1-25 employees and 25+ employees)

1 20. Plaintiffs were frequently not compensated for their regular wages because Defendants
2 shorted Plaintiffs their hours. Defendants failed and refused to pay Plaintiffs' regular time pay for such
3 work. Defendants failed to pay Plaintiffs at least the minimum wage required under the law.

4 21. As a direct or proximate result of Defendants' conduct, Plaintiffs suffered damages in
5 the form of lost regular time and/or minimum wage in an amount to be proven at trial.

6 22. Plaintiffs requests that, in addition to the regular time and minimum wages owed,
7 Plaintiffs are also awarded liquidated/statutory damages pursuant to Labor Code § 1194.2 and 1197.1
8 as well as any further liquidated/statutory damages and remedies available under the applicable local
9 minimum wage ordinance.

10 23. Plaintiffs are also entitled to payment of attorney's fees and costs of suit incurred in
11 recovering the additional pay pursuant to *Labor Code* § 218.5, and under the applicable local minimum
12 wage ordinance, and interest on the amount due pursuant to Labor Code § 218.6.

13 **SECOND CAUSE OF ACTION**

14 **Non-payment of Overtime Time and/or Double Time Wages**
15 **(Labor Code § 510 and Wage Order 9-2001)**

16 24. Plaintiffs incorporate each and every allegation contained in paragraphs 1 through 23
17 of this Complaint.

18 25. *Labor Code* § 510 and *IWC Order* No. 9-2001, which applies to Plaintiffs' employment
19 by Defendants, provides that all non-exempt employees are entitled to payment at the rate of time and
20 one half for hours worked in excess of 10 hours in one day, 60 hours in one week, and/or the first 8
21 hours of work on a seventh consecutive day, plus double time for hours worked in excess of 8 hours
22 per day on the seventh consecutive day of work in any workweek.

23 26. *Labor Code* §1194 and *IWC Order* No. 9-2001 make it unlawful for employers not to
24 make the required overtime and double time payments identified in the preceding paragraphs and that
25 employees not paid such payments can recover any monies owed by civil action.

26 27. Defendants consistently failed to accurately pay Plaintiffs, including, but without
27 limitation, not paying overtime wages for working more than 8 hours in one day or more than 40 hours
28 in any one workweek, not paying overtime wages for working on the 7th day of work in a workweek.

1 28. As a direct or proximate result of Defendants' wrongful conduct, Plaintiffs suffered
2 damages in the form of lost overtime/double time in an amount to be proven at trial. Plaintiffs also
3 seek recovery of minimum wage damages and penalties pursuant to *Labor Code* §§ 1182.12, 1194,
4 1194.2 and 1197.1, because the non-payment of wages caused Defendants to pay Plaintiffs less than
5 the minimum wage.

6 29. Pursuant to *Labor Code* § 1194(a) and *IWC Order* No. 9-2001, Plaintiffs requests that,
7 in addition to the overtime/double time wages owed, that the Court award Plaintiffs' attorneys' fees
8 and costs incurred in this action.

9 **THIRD CAUSE OF ACTION**
10 **Failure to Provide Rest/M meal Breaks**
 (*Labor Code* § 226.7 and 8 *CCR* §§ 11010 et seq.)

11 30. Plaintiffs incorporate each and every allegation contained in paragraphs 1 through 29
12 of this Complaint.

13 31. At all relevant times herein, Plaintiffs' employment with Defendants was subject to the
14 provisions of *Labor Code* § 226.7 and 8 *CCR* §§ 11010 et seq., which require employers to provide
15 their non-exempt employees a ten-minute paid uninterrupted rest period for every four hours worked,
16 and thirty-minute unpaid uninterrupted meal break for every five hours worked.

17 32. During his employment with Defendants, Plaintiffs were not provided all of their meal
18 periods and/or rest periods as required by law.

19 33. For each time that Plaintiffs were not provided the required rest or meal period,
20 Plaintiffs are entitled to recover one additional hour of pay at her regular rate of compensation, and
21 two additional hours of pay if neither a rest nor a meal period was provided, pursuant to *Labor Code*
22 § 226.7 and 8 *CCR* § 11010 et seq.

23 34. Plaintiffs are entitled to payment in an amount to be proven at trial for each rest and/or
24 meal period that Defendants did not provide to Plaintiffs.

25 35. Plaintiffs are also entitled to payment of his attorneys' fees and costs of suit incurred
26 in recovering the additional pay pursuant to *Labor Code* § 218.5 and interest on the amount due
27 pursuant to *Labor Code* § 218.6.

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1 **FOURTH CAUSE OF ACTION**

2 **Inadequate Records**
3 **(*Labor Code* § 1174)**

4 36. Plaintiffs incorporate each and every allegation contained in paragraphs 1 through 35
5 of this Complaint.

6 37. *Labor Code* § 1174 requires that all employers shall keep accurate time and wage
7 records for all employees. *Labor Code* § 1174.5 further requires that any employee suffering injury
8 due to a willful violation of the aforementioned obligations may seek damages, including civil
9 penalties, from the employer.

10 38. During the course of Plaintiffs' employment, Defendants consistently failed to
11 maintain accurate time and wage records for Plaintiffs as required by *Labor Code* § 1174.

12 39. Defendants failed to maintain such records under *Labor Code* § 1174 and Defendants'
13 failure to maintain such records subjects Defendants to statutory damages of \$500.

14 40. Plaintiffs incurred costs and attorneys' fees in bringing this action and seek to recover
15 such costs under *Labor Code* § 1174.

16 **FIFTH CAUSE OF ACTION**

17 **Pay Stub Violations**
18 **(*Labor Code* § 226)**

19 41. Plaintiffs incorporate each and every allegation contained in paragraphs 1 through 40
20 of this Complaint.

21 42. *Labor Code* § 226 requires that, at each time for payment of wages, an employer must
22 furnish each employee with a semi-monthly pay stub reflecting, among other things, the total amount
23 of hours worked by the employee and the hourly rate of compensation, during that time period.

24 43. Defendants either failed to provide Plaintiffs with paystubs or provided them with
25 inaccurate paystubs.

26 44. At all relevant times, Plaintiffs' employment with Defendants was subject to *Labor*
27 *Code* § 226. Defendants' failure to furnish proper pay stubs to Plaintiffs was a knowing and willful
28 violation of *Labor Code* § 226(a) entitling Plaintiffs to recover the greater of all actual damages
29 incurred by Plaintiffs or statutory penalties of \$50 for the initial pay period violation and \$100 for each
subsequent pay period violation up to a total aggregate penalty of \$4,000.

45. Plaintiffs suffered injuries as a result of all Defendants' violation of *Labor Code* § 226 to be determined at trial.

46. Plaintiffs incurred costs and attorneys' fees in bringing this action and seek to recover such costs under *Labor Code* § 226(e).

SIXTH CAUSE OF ACTION
Failure to Provide Written Notice of Employment-Related Information
(Labor Code § 2810.5)

47. Plaintiffs incorporate each and every allegation contained in paragraphs 1 through 46 of this Complaint.

48. *Labor Code* section 2810.5 requires that the employer provide each employee a written notice in the language the employer normally uses to communicate employment-related information to the employee containing: (a) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (b) Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (c) The regular payday designated by the employer in accordance with the requirements of this code; (d) The name of the employer, including any “doing business as” names used by the employer; (e) The physical address of the employer’s main office or principal place of business, and a mailing address, if different; (f) The telephone number of the employer; (g) The name, address, and telephone number of the employer’s workers’ compensation insurance carrier; (h) That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates; and (i) Any other information the Labor Commissioner deems material and necessary (collectively, “employment-related information”).

49. Defendants failed to provide Plaintiffs with written notice of the employment-related information.

50. Plaintiffs suffered injuries as a result of Defendants' violation of *California Labor Code* § 2810.5 to be determined at trial.

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- 1 b. Failing to pay overtime and/or double time wages in violation of *Labor Code* §510 (See
2 Second Cause of Action of this Complaint);
3 c. Failing to provide rest and/or meal breaks in violation of *Cal. Labor Code* § 226.7 (See
4 Third Cause of Action of this Complaint);
5 d. Failing to keep adequate time records in violation of *Labor Code* § 1174 (See Fourth
6 Cause of Action of this Complaint);
7 e. Failing to provide adequate pay stubs in violation of *Labor Code* § 226 (See Fifth Cause
8 of Action of this Complaint);
9 f. Failure to provide written notice of employment-related information (See Sixth Cause
10 of Action of this Complaint);
11 g. Retaliation in violation of *Labor Code* §§ 98.6 and 1102.5 (See Eleventh Cause of
12 Action of this Complaint).

13 58. Defendants violated *California Business & Professions Code* §§ 17200, et seq., by
14 committing acts prohibited by applicable *Labor Code* provisions, and the IWC *Wage Orders*, thus
15 giving Defendants a competitive advantage over other employers and businesses with whom
16 Defendants were in competition and who were in compliance with the law.

17 59. As a direct or proximate result of Defendants' violations, Plaintiffs' rights under the
18 law were violated because Plaintiffs suffered monetary losses. Plaintiffs seek restitution in the form
19 of unpaid wages and premium wages due for rest breaks and/or meal periods, with interest thereon,
20 together with disgorgement of profits obtained by Defendants, and loss of value to Plaintiffs, resulting
21 from their violation of California law with respect to Plaintiffs and, injunctive relief to prohibit
22 Defendants from violating the California laws and regulations listed in this cause of action.

23 **NINTH CAUSE OF ACTION**

24 **Retaliation in Violation of California *Labor Code* §§ 1102.05 and 98.6**

25 60. Plaintiffs incorporate each and every allegation set forth in paragraphs 1 through 59 of
26 this Complaint.

27 61. Plaintiffs complained about and refused to participate in Defendants' wrongful and
28 unlawful conduct throughout their employment including disparate and retaliatory treatment by
29

1 refusing to accept retaliation as explained above. Defendants retaliated against Plaintiffs for bringing
2 forward complaints about their pay to Defendants.

3 62. Defendants took adverse employment action against individual Plaintiff Lizbeth
4 Rodriguez Sanchez by retaliating against, suspending, and ultimately terminating her after she
5 complained about Defendants' unlawful behavior. Defendants accused her of engaging in "gossip"
6 with other employees, took her off the work schedule, and refused to allow her to enter the workplace.

7 63. Defendants' retaliatory conduct is a violation of *Labor Code* § 1102.5(b) which
8 provides "[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an
9 employee for disclosing information, or because the employer believes that the employee disclosed or
10 may disclose information, to a government or law enforcement agency, to a person with authority over
11 the employee or another employee who has the authority to investigate, discover, or correct the
12 violation or noncompliance, or for providing information to, or testifying before, any public body
13 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that
14 the information discloses a violation of state or federal statute, or a violation of or noncompliance with
15 a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of
16 the employee's job duties."

17 64. Defendants' retaliatory conduct is also a violation of *Labor Code* § 1102.5 (c) which
18 provides "[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an
19 employee for refusing to participate in an activity that would result in a violation of state or federal
20 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation." Defendants
21 retaliated against Plaintiffs when they complained about and refused to participate in Defendants'
22 unlawful conduct described in this Complaint.

23 65. Plaintiffs were not required to exhaust any administrative remedies to bring their *Labor*
24 *Code* §§ 1102.5 claim because *Labor Code* § 244(a) provides that no such exhaustion is required under
25 any *Labor Code* provision unless "that section under which the action is brought expressly requires
26 exhaustion of an administrative remedy". *Labor Code* §§ 1102.5 does not have an exhaustion
27 requirement.
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1 66. Defendants had a duty to either refrain from the wrongful acts or to prevent and/or
2 restrain others from committing the wrongful acts.

3 67. Plaintiffs suffered injuries as a result of Defendants' violation of *Labor Code* §§
4 1102.5(b)(c) including loss of earnings and benefits, and severe emotional distress, all of which will
5 be proven at trial. In addition to any other legal remedies, Plaintiffs are also entitled to statutory
6 damages not exceeding \$10,000 for each violation of Labor Code § 1102.5 pursuant to Labor Code §
7 1102.5(f). Plaintiffs are also entitled to an award of attorneys' fees for bringing this action pursuant to
8 Labor Code § 1102.5(j).

9 68. Defendants took adverse employment action against Plaintiffs in retaliation for their
10 complaints in violation of *California Labor Code* § 98.6 which provides that "no person may
11 "discriminate, retaliate or take any adverse action against any employee because the employee...made
12 a written or oral complaint that he or she is owed unpaid wages...or because of the exercise by the
13 employee...on behalf of himself, herself, or others of any rights afforded him or her". Plaintiffs
14 suffered injuries as a result of Defendants' violation of *California Labor Code* § 98.6, including loss
15 of earnings and benefits, and severe emotional and physical distress, all of which will be proven at
16 trial. In addition to any other legal remedies, an employer who violates this section is liable for a civil
17 penalty pursuant to subsection (b)(3) not exceeding \$10,000 per employee per each violation of this
18 section, to be awarded to the employee or employees who suffered the violation.

19 69. Plaintiffs were not required to exhaust any administrative remedies to bring their
20 *California Labor Code* §§ 1102.5 or 98.6 claims because *California Labor Code* § 244(a) provides
21 that no such exhaustion is required under any *California Labor Code* provision unless "that section
22 under which the action is brought expressly requires exhaustion of an administrative remedy". Neither
23 *California Labor Code* §§ 1102.5 or 98.6 have an exhaustion requirement.

24 70. Defendants committed the acts alleged herein maliciously, fraudulently and
25 oppressively, with the wrongful intention of injuring Plaintiffs, from an improper and evil motive
26 amounting to malice, and in conscious of Plaintiffs' rights. Defendants' conduct warrants the
27 assessment of punitive damages in an amount sufficient to punish Defendants and deter others from
28 engaging in similar misconduct.
29

TENTH CAUSE OF ACTION
Private Attorneys General Act of 2004
(Pursuant to *Labor Code* §§ 2698 et seq.)

71. Plaintiffs incorporate each and every allegation set forth in paragraphs 1 through 70 of this Complaint.

72. At all relevant times, Plaintiffs' employment with Defendants was subject to the *Labor Code* and applicable *Wage Orders* promulgated by the California Industrial Welfare Commission. At all relevant times, Defendants, as employers of Plaintiffs, were subject to the Private Attorneys General Act of 2004 pursuant to *California Labor Code* §§ 2698 et seq.

73. Plaintiffs fulfilled all requirements pursuant to *California Labor Code* §§ 2698 et seq. to bring this action, including notice requirements under *California Labor Code* § 2699.3, and Plaintiffs, as aggrieved employees, are entitled to bring an action on behalf of themselves, and all other affected employees, to collect the applicable civil penalties, and to obtain any other applicable remedies, for each of the following violations by the Defendants:

- (a) Failing to pay regular and/or minimum wage in violation of *California Labor Code* §§ 201, 202, and/or 204, as well as *Wage Order* 9-2001 (See First Cause of Action of this Complaint);
- (b) Failing to pay overtime and/or double time wages in violation of *California Labor Code* § 510 (See Second Cause of Action of this Complaint);
- (c) Failing to provide/ensure rest and/or meal breaks in violation of *California Labor Code* §226.7 (See Third Cause of Action of this Complaint);
- (d) Failing to keep adequate time records in violation of *California Labor Code* §1174 (See Fourth Cause of Action of this Complaint);
- (e) Failing to provide proper pay stubs in violation of *California Labor Code* §226 (See Fifth Cause of Action of this Complaint);
- (f) Failing to provide written notice of employment-related information in violation of *California Labor Code* § 2810.5 (See Sixth Cause of Action of this Complaint);
- (g) Retaliation in violation of *Labor Code* §§ 98.6 and 1102.5 (See Eleventh Cause of Action of this Complaint).

1 74. Plaintiffs seek all remedies available under PAGA, including civil penalties, on
2 behalf of Plaintiffs and other current and former employees.

3 **PRAYER FOR RELIEF**

4 1. For unpaid wages due against all Defendants including, overtime, double
5 time, minimum wage, and statutory prejudgment interest pursuant to *Labor Code* §§ 201, 202, 203,
6 246, 510, 1194, 1182.12, and *Business & Professions Code* §§ 17200 against the Defendants;

7 2. For restitution of sums to Plaintiffs for past failure to pay overtime and/or
8 meal breaks, withholding taxes, matching funds, social security, Medicare, unemployment and
9 workers' compensation premiums, and compensation for missed meal and work breaks in an amount
10 according to the proof, plus failure to keep adequate time records and to provide adequate pay stubs
11 pursuant to *Business & Professions Code* §§ 17200, et seq. against the Defendants;

12 3. For wages for failure to provide and/or ensure rest breaks pursuant to *Labor*
13 *Code* § 226.7 with statutory prejudgment interest against the Defendants;

14 4. For liquidated damages for non-payment of minimum wages pursuant to
15 *Labor Code* §§ 1194.2 and 1197.1 against the Defendants;

16 5. For damages or statutory penalties for inadequate pay stubs pursuant to *Labor*
17 *Code* § 226 against the Defendants;

18 6. For damages for inadequate wage and hour records pursuant to *Labor Code* §
19 1174 in the statutory amount against the Defendants;

20 7. For reasonable attorneys' fees incurred in pursuing the recovery of wages
21 pursuant to the *Labor Code*, including §§ 218.5, 226(e), 1102.5(j), 1174, and 1194(a) against the
22 Defendants;

23 8. For civil penalties for violations of *Labor Code* §§ 233 and 234 pursuant to
24 *Labor Code* § 558 against the Defendants;

25 9. For injunctive relief to prohibit all Defendants from violating California
26 employments laws described in this Complaint pursuant to *Labor Code* § 17200 et seq.;

27 10. For reasonable attorneys' fees incurred in pursuing the recovery of wages
28 pursuant to the *Labor Code*, including §§ 1102.5(j) against the Defendants;
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1 11. Plaintiffs are also entitled to civil penalties up to \$10,000 for each violation of
2 *Labor Code* § 1102.5 and/or *Labor Code* § 98.6 pursuant to *Labor Code* § 1102.5(f) and *Labor*
3 *Code* § 1102.5(b)(3) respectively against the Defendants;

4 12. For civil penalties for each violation of the *California Labor Code* with
5 respect to Plaintiff's, and each other employee of all Defendants, pursuant to *California Labor Code*
6 §§ 558, 1174.5, 226.3, 510, 226.7, 201, 202, 204, 1174, 226, 2810.5, 223, 234, 246, 98.6, 1102.5
7 against the Defendants;

8 13. For general damages (including emotional distress, pain and suffering, and
9 loss of enjoyment of life) and special damages against all Defendants (for tort causes of action only);

10 14. For costs, interest and reasonable attorneys' fees where may be authorized by
11 law;

12 15. For costs of the suit herein; and

13 16. For such other and further relief as the Court may deem appropriate.
14

15 Dated: May 8, 2023

VENARDI ZURADA LLP

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18 Martin Zurada

Attorney for Plaintiffs

19 LIZBETH RODRIGUEZ SANCHEZ and MAICO
20 GOMES CHALES
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JURY DEMAND

Plaintiff respectfully demands a trial by jury.

Dated: May 8, 2023

VENARDI ZURADA LLP



Martin Zurada

Attorney for Plaintiffs

LIZBETH RODRIGUEZ SANCHEZ and MAICO
GOMES CHALES

EXHIBIT 1

June 29, 2022

Via Online Filing

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, CA 94162

RE: Notice of *Labor Code* violations and request for notice of any LWDA Investigation

PAGA No:

Plaintiffs: Lizbeth Rodriguez Sanchez & Maico Gomes Chales

Defendants: Human Bees, Inc. (a California Corporation); FEDEX Corporation (a Delaware Corporation); and Federal Express Corporation (a Delaware Corporation)

To Whom It May Concern:

This letter is to give notice and perfect the right to sue under *California Labor Code* §§ 2698 et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) concerning violations of the wage and hour laws of the State of California perpetrated by (1) Human Bees, Inc., a California Corporation, (2) FEDEX Corporation, a Delaware Corporation, (3) Federal Express Corporation, a Delaware Corporation; and (4) other owners, managers, successors and/or agents of the above-described entities who had control over Plaintiff’s employment (collectively “Defendants”).

Plaintiffs allege that Defendants violated various requirements of the *California Labor Code* with respect to Plaintiffs. This letter serves as notice that Plaintiffs intend to recover civil penalties on behalf of themselves and all other employees, former or current, under PAGA in the Superior Court of California, County of Alameda. Plaintiffs request that the Labor Workforce and Development Agency (“LWDA”) promptly notify our firm if the LWDA will conduct its own investigation. Plaintiffs intend to file an action against Defendants in the Superior Court of California, County of Alameda for various *Labor Code* violations including failure to pay regular time pay, failure to pay overtime, failure to provide meal and rest periods, failure to keep adequate records, and failure to provide accurate itemized pay statements, against Defendants.

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Reply to Walnut Creek

Plaintiff alleges the following:

(1) *Labor Code* §§ 204, 1182.12 and 1194: Defendants have failed to pay Plaintiffs and other employees regular time for all hours that he worked. Plaintiffs seek recovery of civil penalties under *Labor Code* § 558 against Defendants who violated §§ 204, 1182.12 and 1194 of the *Labor Code*. Plaintiffs realized early on in their employment that their paychecks were missing many hours they had worked, and that they were not being paid for those hours. Plaintiffs complained to their recruiter at Human Bees that their, and other employees', paychecks were missing hours worked. Other employees likely complained as well. No corrective action was taken.

(2) *Labor Code* § 510: Plaintiffs and other employees were employed by Defendants as package sorters and regularly worked more than 8 hours per day or 40 hours per week. Plaintiffs paychecks would often show overtime pay; however, Plaintiffs believe that Defendants failed to pay their full overtime wages consistently when Plaintiffs worked more than eight hours in one day or forty hours in one week. Plaintiffs seek recovery of civil penalties under *Labor Code* § 558 against Defendants who violated §510 of the *Labor Code*.

(3) *Labor Code* § 226.7: Defendants failed to provide Plaintiffs with a thirty-minute meal period for every five hours worked; and rest periods of ten minutes for every four hours worked. Plaintiffs seek recovery of civil penalties under *Labor Code* § 558 against Defendants who violated §226.7 of the *Labor Code*. Plaintiffs were routinely not allowed to take the legally required meal or rest breaks while working for Defendants because they was told there was "too much work".

(4) *Labor Code* § 1174: Defendants failed to keep accurate time records of the total wages earned by their employees and their hours worked. As stated previously, Plaintiffs, and other employees, complained that their paychecks were missing wages for work they had performed. The paychecks also did not contain the missed meal/rest break penalties owed to Plaintiffs, and other employees, and this made the paychecks inaccurate. Plaintiffs seek civil penalties under *Labor Code* § 1174.5 against Defendants who violated §1174 of the *Labor Code*.

(5) *Labor Code* § 226: Defendants failed to provide Plaintiffs and other employees with proper and sufficient itemized statements with their pay. Plaintiff's, and other employees', paychecks were missing pay and/or misstating the number of hours worked then by definition, Defendants failed to provide proper and sufficient itemized statements of their pay. Plaintiffs seeks civil penalties under *Labor Code* § 226.3 against Defendants who violated §226 of the *Labor Code*.

(6) *Labor Code* § 1102.5; 98.6: Plaintiffs, and other employees, complained to Defendants about Defendants' unlawful employment practices including the wage and hour violations described above. Defendants had authority over Plaintiffs, and other employees, including the authority to investigate, discovery, or correct the violation or non-compliance. Defendants took an adverse employment action against Plaintiffs, and other employees, in retaliation for such complaints. Plaintiffs seek civil penalties under *Labor Code* §§ 1102.5, 98.6, 226.3, 2699(f) and/or 558 against Defendant who violated §§ 1102.5 and 98.6 of the *Labor Code*. Plaintiff Rodriguez Sanchez was retaliated against, suspended, and terminated by Defendants after complaining about Defendants unlawful behavior by being accused of engaging in "gossip" with other employees. After Defendant accused Plaintiff of

engaging in “gossip”, she was taken of the work schedule, not allowed to enter the workplace. Plaintiff believes that other current and former employees of Defendants have been the victims of similar wage and wage and hour violations.

Once again, Plaintiffs request that the LWDA notify us within 65 days if it will conduct its own investigation.

Sincerely,



Martin Zurada

cc:

Via Certified Mail

Article No: 7021 0950 0000 4188 9303
Human Bees, Inc.
627 McCormick Street
San Leandro, CA 94577

Via Certified Mail

Article No.: 7201 0950 0000 4188 9310
FEDEX Corporation
The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Via Certified Mail

Article No.: 7021 0950 0000 4188 9327
Federal Express Corporation
The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801