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FILED
 Superior Court of California
 County of Los Angeles
10/09/2025

David W. Slayton, Executive Officer / Clerk of Court
 By: C. Gomez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CHRISTIAN SOLIS, RENE A. SORTO,
 AKILA DAVENPORT, PEARL
 PALACIOS, CHRISTIAN FERNANDEZ,
 and RYAN CROWE, as individuals and on
 behalf of all others similarly situated,

Plaintiff,

v.

WORLDWIDE FLIGHT SERVICES,
 INC., a Delaware corporation; and DOES
 1-100, inclusive,

Defendants.

Case No.: 22STCV04332

**SECOND AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. **Recovery of Unpaid Minimum Wages and Liquidated Damages**
2. **Recovery of Unpaid Overtime Wages**
3. **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
4. **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
5. **Failure to Furnish Accurate Itemized Wage Statements**
6. **Failure to Timely Pay All Wages Due Upon Separation of Employment**
7. **Failure to Reimburse Business Expenses**
8. **Failure to Pay Vacation Wages Due at Termination**
9. **Failure to Pay Sick Leave**
10. **Unfair Competition and**
11. **Violation of the Private Attorneys General Act of 2004**

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1 Plaintiffs CHRISTIAN SOLIS ("SOLIS"), RENE A. SORTO ("SORTO"), AKILA
2 DAVENPORT ("DAVENPORT"), PEARL PALACIOS ("PALACIOS"), CHRISTIAN
3 FERNANDEZ ("FERNANDEZ"), and RYAN CROWE ("CROWE") (collectively,
4 "PLAINTIFFS"), as individuals and on behalf of themselves, the State of California, the Aggrieved
5 Employees (defined below), and all other similarly situated Class Members (defined below) and
6 members of the 2802 Class (defined below), hereby file this Second Amended Complaint against
7 Defendant WORLDWIDE FLIGHT SERVICES, INC., a Delaware corporation, and DOES 1-100,
8 inclusive (collectively referred to herein as "DEFENDANTS"). PLAINTIFFS are informed and
9 believe and thereon allege as follows:

10 **JURISDICTION AND VENUE**

11 1. This court possesses original subject matter jurisdiction over this matter. Venue is
12 proper in Los Angeles County, California, because DEFENDANTS transact business within this
13 judicial district, DEFENDANTS employed PLAINTIFFS at facilities located in Los Angeles
14 County, California, and some of the complained of conduct occurred in this judicial district.

15 **THE PARTIES**

16 2. Plaintiff CHRISTIAN SOLIS resides in Los Angeles County, in the State of
17 California. SOLIS worked for DEFENDANTS in the State of California as a non-exempt, hourly-
18 paid employee from approximately September 2012 until on or about November 10, 2021.
19 DEFENDANTS assigned SOLIS to work at its warehouse facility located at the Los Angeles
20 International Airport (LAX) in Los Angeles, California, where he worked as a Cargo Planner.

21 3. Plaintiff RENE A. SORTO is a resident of the State of California, County of Los
22 Angeles. SORTO was employed by DEFENDANTS as a non-exempt employee, who worked as a
23 ramp associate in the State of California.

24 4. Plaintiff AKILA DAVENPORT is a resident of the State of California and was
25 employed by DEFENDANTS as a non-exempt, hourly-paid employee at the Los Angeles
26 International Airport during the relevant period, until the separation of PLAINTIFF
27 DAVENPORT's employment, on or around October 26, 2023. PLAINTIFF DAVENPORT worked
28 for DEFENDANTS as a cargo agent and/or similar title(s) and/or job position(s).

1 5. Plaintiff PEARL PALACIOS is a resident of the State of California and was
2 employed by DEFENDANTS as a non-exempt, hourly-paid employee at the Los Angeles
3 International Airport during the relevant period, until the separation of PLAINTIFF PALACIOS'
4 employment, on or around January 15, 2024. PLAINTIFF PALACIOS worked for DEFENDANTS
5 as a ramp agent and/or similar title(s) and/or job position(s) during the relevant period.

6 6. Plaintiff CHRISTIAN FERNANDEZ is a resident of the State of California and was
7 employed by DEFENDANTS in Los Angeles County from on or about June 2021 through on or
8 about September 28, 2022, in a non-exempt classification at the Los Angeles International Airport.

9 7. Plaintiff RYAN CROWE is a resident and citizen of California and was employed
10 by DEFENDANTS in an hourly position at DEFENDANTS' location in Los Angeles from
11 approximately September 2021 until on or about February 22, 2023.

12 8. Defendant WORLDWIDE FLIGHT SERVICES, INC. is a Delaware corporation
13 that at all relevant times, was authorized to do business within the State of California and is doing
14 business within the State of California. DEFENDANTS and their managing agents provide ground
15 handling and air cargo support services to major airlines and airports.

16 9. The true names and capacities of the DOE Defendants sued herein as DOES 1
17 through 100, inclusive, are currently unknown to PLAINTIFFS, who therefore sue each such
18 Defendant by said fictitious names. Each of the DEFENDANTS designated herein as a DOE is
19 legally responsible for the unlawful acts alleged herein. PLAINTIFFS will seek leave of Court to
20 amend this Complaint to reflect the true names and capacities of the Doe Defendants when such
21 identities become known.

22 10. PLAINTIFFS are further informed and believe that, at all relevant times, each
23 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
24 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
25 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
26 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
27 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
28 complaint. PLAINTIFFS are further informed and believe and thereon allege that each Defendant

1 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
2 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
3 controlled, aided and abetted the conduct of all other Defendants.

4 **JOINT LIABILITY**

5 11. Under California law, the definition of the terms “to employ” are broadly construed
6 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
7 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3)
8 to engage, thereby creating a common law employment relationship. See *Martinez v. Combs*, 49
9 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
10 was to reach situations in which multiple entities control different aspects of the employment
11 relationship. Supervision of the work, in the specific sense of exercising control over how services
12 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
13 wage order. *Id.* at 76. A joint employer relationship exists when one entity (such as a temporary
14 employment agency) hires and pays a worker, and the other entity supervises the work. *Id.*

15 12. During PLAINTIFF’S employment by DEFENDANTS, PLAINTIFFS and members
16 of the classes and Aggrieved Employees were jointly employed by DEFENDANTS for purposes of
17 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
18 Supreme Court in *Martinez, supra*. As discussed below, these DEFENDANTS (1) exercised control
19 over wages, hours and working conditions of PLAINTIFFS and the class members; (2) suffered or
20 permitted PLAINTIFFS and members of the classes and Aggrieved Employees to work for them;
21 and, (3) engaged PLAINTIFFS and members of the classes and Aggrieved Employees to work for
22 them.

23 13. PLAINTIFFS are informed and believe, and thereon allege that at all relevant times
24 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
25 human resources as a set forth herein. As a result, DEFENDANTS utilized the same unlawful
26 policies and practices and subjected all of members of the classes and Aggrieved Employees to these
27 same policies and practices.

28 14. PLAINTIFFS are informed and believe, and thereon alleges that at all times relevant

1 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFFS and members of the
2 classes and Aggrieved Employees upon whose behalf PLAINTIFFS bring these allegations and
3 causes of action, in that DEFENDANTS, exercised sufficient control over PLAINTIFFS and
4 members of the classes' and Aggrieved Employees' wages, hours and working conditions, and/or
5 suffered or permitted PLAINTIFFS and members of the classes and Aggrieved Employees to work
6 so as to be considered the joint employers of PLAINTIFFS and the members of the classes and
7 Aggrieved Employees. Specifically, upon information and belief, PLAINTIFFS allege that
8 DEFENDANTS created a uniform set of policies, practices and/or procedures concerning, inter alia,
9 hourly and overtime pay, time-keeping practices, meal and rest periods, and other working
10 conditions that were distributed to, and/or applied to PLAINTIFFS and the members of the class
11 and Aggrieved Employees, and further that DEFENDANTS uniformly compensated and controlled
12 the wages of PLAINTIFFS and members of the classes and Aggrieved Employees in a uniform
13 manner. DEFENDANTS collectively represented to PLAINTIFFS and members of the classes and
14 Aggrieved Employees that each was an "at-will" employee of DEFENDANTS, and that
15 DEFENDANTS collectively retained the right to terminate PLAINTIFFS and the members of the
16 classes' and Aggrieved Employees' employment with or without cause. Upon information and
17 belief, DEFENDANTS further collectively represented to PLAINTIFFS and members of the classes
18 and Aggrieved Employees in writing the details of their compensation, and the manner in which
19 they were to take meal and rest periods, the procedures required by DEFENDANTS collectively for
20 recordation of hours worked and the policies applicable to PLAINTIFFS and members of the classes
21 and Aggrieved Employees by which DEFENDANTS collectively would evaluate the wage rates of
22 PLAINTIFFS and members of the classes and Aggrieved Employees.

23 15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
24 and working conditions of PLAINTIFFS and members of the classes and Aggrieved Employees. As
25 such, DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFFS'
26 and the members of the classes and Aggrieved Employees' employment, including the
27 instrumentality that resulted in the illegal conduct for which PLAINTIFFS seeks relief in this
28 Complaint. PLAINTIFFS are informed and believes that DEFENDANTS exercised the same

1 control over, applied the same policies and practices, and engaged in the same acts and omissions
2 with regard to the other members of the classes and Aggrieved Employees.

3 **CLASS ALLEGATIONS**

4 16. PLAINTIFFS bring this action on behalf of themselves and all others similarly
5 situated as a class action pursuant to Code of Civil Procedure section 382. The classes PLAINTIFFS
6 seek to represent are defined and referred to as follows:

7 “**Class**” or “**Class Members**”: All current and former non-exempt
8 employees that worked either directly or via a staffing agency for
9 DEFENDANTS in California at any time from July 26, 2019, to the
10 present (“Class Period”);

11
12 “**2802 Class**”: All current and former non-exempt employees that
13 worked either directly or via a staffing agency for DEFENDANTS in
14 California at any time within the four years prior to the filing of the
15 initial Complaint (“2802 Class Period”) and incurred business-related
16 expenses without full reimbursement from DEFENDANTS.

17
18 a. Numerosity. While the exact number of Class Members and 2802 Class
19 Members is unknown to PLAINTIFFS at this time, the classes is so numerous
20 that the individual joinder of all members is impractical under the circumstances
21 of this case. PLAINTIFFS are informed and believe the classes consist of at
22 least 100 individuals.

23 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
24 because common questions of law and fact predominate over individual issues.
25 Common questions include, but are not limited to, the following: (1) whether
26 DEFENDANTS understated hours worked and failed to pay all amounts due to
27 PLAINTIFFS and the Class Members for wages earned, including minimum
28 and overtime wages, under California law; (2) whether DEFENDANTS

1 provided PLAINTIFFS and the Class Members with all meal periods or
2 premium payments in lieu thereof, in compliance with California law; (3)
3 whether DEFENDANTS provided PLAINTIFFS and the Class Members with
4 all rest periods or premium payments in lieu thereof, in compliance with
5 California law; (4) whether DEFENDANTS provided PLAINTIFFS and the
6 Class Members with accurate, itemized wage statements in compliance with
7 California law, displaying, including but not limited to, the total hours worked
8 during the pay period; (5) whether DEFENDANTS timely paid PLAINTIFFS
9 and the Class Members all wages due upon separation of employment; (6)
10 whether DEFENDANTS failed to reimburse PLAINTIFFS and the Class
11 Members and members of the 2802 Class for business expenses; (7) whether
12 Defendant violated Labor Code §227.3 by its failure to provide Plaintiff Class
13 with all vacation wages or PTO owed, vested or agreed to upon termination or
14 separation; and (8) whether DEFENDANTS violated California Business and
15 Professions Code sections 17200, et seq.

- 16 c. Ascertainable Class. The proposed classes are ascertainable as their members
17 can be identified and located using information in DEFENDANTS' business,
18 payroll and personnel records.
- 19 d. Typicality. PLAINTIFFS' claims are typical of the claims of the Class Members
20 and members of the 2802 Class. PLAINTIFFS suffered a similar injury as the
21 other Class Members and members of the 2802 Class as a result of
22 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate
23 and pay all owed minimum and overtime wages, failure to provide proper meal
24 and rest periods or premium compensation in lieu thereof, failure to provide
25 accurate wage statements, failure to reimburse business expenses, and failure to
26 pay all wages due upon separation of employment.
- 27 e. Adequacy. PLAINTIFFS will fairly and adequately protect the interests of the
28 Class Members and members of the 2802 Class. PLAINTIFFS have no interests

1 adverse to the interests of the other Class Members and members of the 2802
2 Class. Counsel who represent PLAINTIFFS are competent and experienced in
3 litigating similar class action cases and are California lawyers in good standing.
4 Counsel for PLAINTIFFS have the experience and resources to vigorously
5 prosecute this case.

6 f. Superiority. A class action is superior to other available means for the fair and
7 efficient adjudication of this controversy since individual joinder of all members
8 of the class is impractical. Class action treatment will permit a large number of
9 similarly situated persons to prosecute their common claims in a single forum
10 simultaneously, efficiently, and without the unnecessary duplication of effort
11 and expense that numerous individual actions would engender. Furthermore, as
12 the damages suffered by each individual member of the class may be relatively
13 small, the expenses and burden of individual litigation would make it difficult
14 or impossible for individual members of the class to redress the wrongs done to
15 them, while an important public interest will be served by addressing the matter
16 as a class action. The cost to the court system of adjudication of such
17 individualized litigation would be substantial. Individualized litigation would
18 also present the potential for inconsistent or contradictory judgments. Finally,
19 the alternative of filing a claim with the California Labor Commissioner is not
20 superior, given the lack of discovery in such proceedings, the fact that there are
21 fewer available remedies, and the losing party has the right to a trial de novo in
22 the Superior Court.

23 **FACTUAL AND LEGAL ALLEGATIONS**

24 17. During the relevant period, PLAINTIFFS, and each of the Class Members and
25 members of the 2802 Class and Aggrieved Employees, were employed by DEFENDANTS in the
26 State of California as non-exempt, hourly-paid workers. At all times referenced herein,
27 DEFENDANTS exercised control over PLAINTIFFS and each of the Class Members and members
28 of the 2802 Class and Aggrieved Employees and suffered and/or permitted them to work.

1 18. PLAINTIFF SOLIS was employed by DEFENDANTS for approximately nine years
2 as a full-time, non-exempt employee during the relevant period, until the termination of his
3 employment, on or about November 10, 2021. PLAINTIFF worked for DEFENDANTS as a Cargo
4 Planner and or other similar title and typically worked shifts lasting at least eight (8) hours per day,
5 five (5) days per week.

6 19. Plaintiff RENE A. SORTO is a resident of the State of California, County of Los
7 Angeles. SORTO was employed by DEFENDANTS as a non-exempt employee, who worked as a
8 ramp associate in the State of California.

9 20. Plaintiff AKILA DAVENPORT is a resident of the State of California and was
10 employed by DEFENDANTS as a non-exempt, hourly-paid employee at DEFENDANTS'
11 location(s) and/or facilities located in LAX, during the relevant period, until the separation of
12 PLAINTIFF DAVENPORT's employment, on or around October 26, 2023. PLAINTIFF
13 DAVENPORT worked for DEFENDANTS as a cargo agent and/or similar title(s) and/or job
14 position(s). PLAINTIFF DAVENPORT regularly worked at least five (5) to eight (8) hours per day,
15 at least five (5) days per week, at times working more than eight (8) hours in a day and/or more than
16 forty (40) hours in a week.

17 21. Plaintiff PEARL PALACIOS is a resident of the State of California and was
18 employed by DEFENDANTS as a non-exempt, hourly-paid employee at DEFENDANTS'
19 location(s) and/or facilities located in LAX during the relevant period, until the separation of her
20 employment, on or around January 15, 2024. PLAINTIFF PALACIOS worked for DEFENDANTS
21 as a ramp agent and/or similar title(s) and/or job position(s) during the relevant period. PLAINTIFF
22 PALACIOS regularly worked at least approximately four (4) to five and one-half (5 /12) hours per
23 day, at least five (5) to six (6) days per week.

24 22. Plaintiff CHRISTIAN FERNANDEZ is a resident of the State of California and was
25 employed by DEFENDANTS in Los Angeles County from on or about June 2021 through on or
26 about September 28, 2022, in a non-exempt classification at the Los Angeles International Airport.

27 23. Plaintiff RYAN CROWE is a resident and citizen of California and was employed
28 by DEFENDANTS in an hourly position at DEFENDANTS' location in Los Angeles from

1 approximately September 2021 until on or about February 22, 2023

2 24. In violation of California's minimum wage and overtime laws, DEFENDANTS
3 failed to compensate PLAINTIFFS and other Class Members and Aggrieved Employees for all
4 hours worked by virtue of, among other things, DEFENDANTS' time-rounding policies and
5 practices. Based on information and belief, DEFENDANTS implemented a policy and practice of
6 time rounding that, as applied, systematically deprived PLAINTIFF and other Class Members and
7 Aggrieved Employees of compensable time because the time-rounding system implemented by
8 DEFENDANTS, more often than not, if not always, resulted in understating PLAINTIFFS and other
9 Class Members' and Aggrieved Employees' actual compensable work time. Based on information
10 and belief, DEFENDANTS implemented a practice of rounding the actual time worked and recorded
11 by PLAINTIFFS and other Class Members and Aggrieved Employees to at least the nearest quarter
12 hour, which more often than not, resulted in PLAINTIFFS and other Class Members and Aggrieved
13 Employees not being paid for all time worked and thus the underpayment of minimum and overtime
14 wages owed to PLAINTIFFS and the other Class Members and Aggrieved Employees.

15 25. Based on information and belief, DEFENDANTS had and continue to have a
16 uniform policy and practice of consistently requiring, suffering and or permitting the Class Members
17 and Aggrieved Employees to work off-the-clock without wages, including but not limited to, before
18 and/or after completing a scheduled shift.

19 26. For example, DEFENDANTS instructed PLAINTIFF SOLIS that per
20 DEFENDANTS' policy, PLAINTIFF SOLIS could not leave work at the end of his shift until his
21 relief/the next shift worker arrived, but DEFENDANTS would not allow PLAINTIFF SOLIS to
22 remain clocked in for this time spent waiting for his relief to arrive, resulting in an average of ten to
23 fifteen minutes of uncompensated work time each workday this occurred, and thus, the significant
24 underpayment of wages owed to PLAINTIFF SOLIS.

25 27. For example, PLAINTIFF PALACIOS was usually required to perform at least
26 approximately one (1) hour of pre-shift off-the-clock work during most if not all shifts PLAINTIFF
27 PALACIOS worked, which included but was not limited to, time spent travelling upon arrival at
28 work via shuttle bus to PLAINTIFF PALACIOS' assigned terminal only after which point could

1 PLAINTIFF PALACIOS then access DEFENDANTS' timekeeping system to clock in for the start
2 of her shift. This time spent under DEFENDANTS' control, including but not limited to, time spent
3 travelling from DEFENDANTS' parking lot to PLAINTIFF PALACIOS' assigned terminal was not
4 recorded nor compensated, resulting in DEFENDANTS' failure to compensate PLAINTIFF
5 PALACIOS for all hours worked and the underpayment of wages owed to PLAINTIFF PALACIOS.

6 28. Based on information and belief, at times, Class Members and Aggrieved Employees
7 were required to stand in line behind other employees to access DEFENDANTS' time-keeping
8 system and/or were required to spend time reinitiating DEFENDANTS' time-keeping system before
9 they could clock in for the start of their shifts and/or after completing a purported meal period and/or
10 were required to undergo security screenings and/or other mandated screenings before and/or after
11 a scheduled shift and/or before or after clocking in/out for work.

12 29. For example, PLAINTIFF DAVENPORT was typically required to stand in line
13 behind other employees before she could access DEFENDANTS' time-keeping system to clock in
14 for the start of her shift, resulting in at least approximately two (2) to three (3) minutes of pre-shift
15 off-the-clock work during most if not all shifts PLAINTIFF DAVENPORT worked during her
16 employment.

17 30. Moreover, DEFENDANTS had an unlawful practice of editing time records,
18 resulting in PLAINTIFFS, other Class Members, and Aggrieved Employees not being compensated
19 for all time worked.

20 31. Based on information and belief, DEFENDANTS did not compensate PLAINTIFFS
21 and other Class Members and Aggrieved Employees for time spent donning and doffing personal
22 protective equipment and/or uniforms during meal periods, rest periods, before the start of a
23 scheduled shift, and/or after completing a scheduled shift.

24 32. Based on information and belief, DEFENDANTS did not compensate PLAINTIFFS,
25 other Class Members, or Aggrieved Employees for time worked during mandated employer
26 trainings, resulting in employees not being compensated for all time worked

27 33. Based on information and belief, DEFENDANTS implemented policies and
28 practices that failed to relieve PLAINTIFFS and other Class Members and Aggrieved Employees

1 of all duties and employer control during meal breaks by including, but not limited to, requiring
2 Class Members and Aggrieved Employees to respond to work communication devices, including,
3 at times, during unpaid meal breaks. Based on information and belief, PLAINTIFFS and other Class
4 Members and Aggrieved Employees were from time to time interrupted by work assignments while
5 clocked out for what should have been off-duty meal periods. Based on further information and
6 belief, DEFENDANTS illegally rounded the start and end times of employee meal periods resulting
7 in PLAINTIFFS and other Class Members and Aggrieved Employees not being paid for all time
8 worked as well as late or shortened meal periods. DEFENDANTS' time-rounding policies and
9 practices pertaining to employee shift start and end times and meal periods, DEFENDANTS'
10 policies and practices of failing to relieve employees of all duties and employer control during
11 unpaid meal breaks, payment according to scheduled hours rather than actual time work and
12 mandated pre-shift and/or post-shift off-the-clock work described herein resulted in significant
13 uncompensated work time and the underpayment of minimum and overtime wages owed to
14 PLAINTIFFS and other Class Members and Aggrieved Employees.

15 34. DEFENDANTS further violated California's overtime wage laws by failing to
16 incorporate all non-discretionary compensation, including but not limited to, non-discretionary
17 bonuses (e.g., bonuses earned for meeting attendance quotas) and/or shift differential pay and/or
18 "acting supervisor" pay, into the regular rate of pay for purposes of calculating the correct amount
19 of overtime owed during pay periods in which overtime was worked and non-discretionary
20 remuneration earned. Failing to include non-discretionary compensation in the regular pay rate
21 resulted in a miscalculation of the overtime wage rate, resulting in the underpayment of overtime
22 wages owed to PLAINTIFFS and other Class Members and Aggrieved Employees.

23 35. PLAINTIFFS typically worked at least eight hours per day during the relevant
24 period. PLAINTIFFS were not always provided a thirty-minute, off-duty meal period before the end
25 of the fifth hour of work each day they worked for DEFENDANTS due to DEFENDANTS' policies
26 and practices described herein that failed to relieve PLAINTIFFS of all duties or employer control
27 during meal periods, pressure to meet shipment/delivery deadlines/other work deadlines, lack of
28 relief workers available, the need to attend to work tasks requiring immediate attention and/or

1 pressure from management to take noncompliant meal periods. Based on information and belief,
2 DEFENDANTS did not advise PLAINTIFFS and other Class Members and Aggrieved Employees
3 that meal periods should be free of all duties and employer control. DEFENDANTS did not pay
4 PLAINTIFFS and other Class Members and Aggrieved Employees an additional hour of
5 compensation at their regular rate(s) of compensation for each workday they were denied a
6 compliant meal period. DEFENDANTS either failed to pay PLAINTIFFS and other Class Members
7 and Aggrieved Employees a meal period premium at all for each workday a compliant meal period
8 was denied or failed to pay the proper meal period premium for failure to incorporate all non-
9 discretionary compensation, including but not limited to, shift differential pay and or non-
10 discretionary bonus pay, into the regular pay rate for purposes of calculating the owed meal period
11 premium.

12 36. DAVENPORT was, at times, if not always, required to work through PLAINTIFF
13 DAVENPORT's owed meal periods, take on-duty, interrupted and/or shortened and/or late meal
14 periods due to PLAINTIFF DAVENPORT's need to complete assigned job duties. Based on
15 information and belief, DEFENDANTS would unlawfully edit the clock in and out times for
16 PLAINTIFF DAVENPORT's and other Aggrieved Employees and Class Members' meal periods
17 in order to display at least a thirty minute, timely, off-duty meal period during most if not all shifts
18 worked, notwithstanding the fact that DEFENDANTS had actual and/or constructive knowledge
19 that DEFENDANTS had required PLAINTIFF DAVENPORT and other Aggrieved Employees and
20 Class Members' to perform work-related tasks during their meal periods and/or otherwise take
21 legally noncompliant meal periods.

22 37. DEFENDANTS' wage statements provided to PLAINTIFF SOLIS, at times, list a
23 "penalty" based off a regular rate of pay of \$20.00/hour, failing to incorporate, for example, the \$.50
24 shift differential pay and/or \$40 non-discretionary bonus pay (a performance-based bonus for
25 meeting attendance quotas) earned during that same pay period, resulting in the miscalculation and
26 underpayment of the premium owed. DEFENDANTS failed to incorporate shift differential pay and
27 or non-discretionary bonus pay into the regular pay rate used to calculate the owed meal period
28 premium.

1 38. Based on information and belief, DEFENDANTS rounded the start and end times of
2 employee meal periods and start and end times of employee shifts, including but not limited to,
3 employer-mandated training sessions, resulting in PLAINTIFFS not being paid for all time worked.
4 PLAINTIFFS are further informed and believes and thereon alleges that DEFENDANTS had actual
5 or constructive knowledge that its time-rounding and policies and practices that failed to relieve
6 PLAINTIFFS and other Class Members and Aggrieved Employees of all duties and employer
7 control during unpaid meal periods resulted in the denial of lawful meal periods to PLAINTIFFS
8 and other Class Members and Aggrieved Employees and the underpayment of wages owed to
9 PLAINTIFFS and other Class Members and Aggrieved Employees, in violation of California's
10 minimum and overtime wage and meal period laws.

11 39. PLAINTIFFS' work schedules typically entitled PLAINTIFFS to at least two (2) net
12 ten-minute, duty-free rest periods per shift given that PLAINTIFFS usually worked shifts lasting at
13 least eight (8) hours. However, PLAINTIFFS and other Class Members and Aggrieved Employees
14 were not always able to take a net, ten-minute, off-duty rest period for every four (4) hours worked
15 or major fraction thereof due to, including but not limited to, pressure to meet shipment/delivery
16 deadlines, lack of relief workers available, the need to attend to work tasks requiring immediate
17 attention and/or pressure from management to take noncompliant rest periods. Based on information
18 and belief, DEFENDANTS implemented policies and practices that failed to relieve PLAINTIFFS
19 and other Class Members and Aggrieved Employees of all duties and employer control during
20 purportedly off-duty rest periods, such as, but not limited to, requiring Class Members and
21 Aggrieved Employees to monitor work communication devices and or remain on the worksite
22 premises during any rest periods and thus remaining under employer control during any rest periods,
23 rendering said rest periods noncompliant with California rest period law. Based on information and
24 belief, PLAINTIFFS and other Class Members and Aggrieved Employees were denied legally
25 compliant first, second, and third rest periods during the relevant period. DEFENDANTS did not
26 pay PLAINTIFFS and other Class Members and Aggrieved Employees an additional hour of wages
27 at their regular rate(s) of pay for each workday compliant rest period was denied or failed to pay the
28 premium at the proper rate for failure to incorporate all non-discretionary compensation, including

1 but not limited to, shift differential pay and/or bonus pay earned for meeting attendance quotas, into
2 the regular pay rate used to calculate the owed rest period premium(s).

3 40. For example, PLAINTIFF PALACIOS rarely if ever received a ten-minute,
4 uninterrupted off-duty rest period, including but not limited to, during the statutory period, due to
5 including but not limited to, lack of relief workers and/or the need to complete assigned job duties.

6 41. Based on information and belief, DEFENDANTS implemented policies and/or
7 practices that failed to relieve PLAINTIFFS and other Aggrieved Employees and Class Members
8 of all duties and DEFENDANTS' control during rest periods.

9 42. For example, based on information and belief, Aggrieved Employees and Class
10 Members were required to remain on the worksite premises and/or remained tethered to
11 DEFENDANTS' communication devices during purported rest periods and were thus subjected to
12 DEFENDANTS' control. As such, DEFENDANTS failed to provide Aggrieved Employees and
13 Class Members with net ten-minute uninterrupted rest periods in compliance with California law.

14 43. Based on information and belief, Aggrieved Employees and Class Members were
15 pressured to complete their work duties according to a designated schedule such that rest periods
16 were only taken once tasks were completed, and/or as time permitted.

17 44. DEFENDANTS failed to provide PLAINTIFFS with accurate wage statements that
18 complied with Labor Code section 226. Wage statements provided by DEFENDANTS do not
19 accurately reflect, *inter-alia*, the total hours worked for the pay period. Wage statements provided
20 by DEFENDANTS fail to indicate the "total hours worked" by PLAINTIFFS and other Class
21 Members and Aggrieved Employees by virtue of, including but not limited to, DEFENDANTS'
22 time-rounding practices, failure to relieve the Class Members and Aggrieved Employees of all duties
23 and employer control during unpaid meal periods and mandated pre-shift/post-shift off-the-clock
24 work and/or payment according to scheduled hours instead of actual time worked as described
25 herein. Moreover, the wage statements provided by DEFENDANTS fail to display all applicable
26 hourly rates in effect during the pay period and the corresponding number of hours worked at each
27 hourly rate by the employee. Wage statements further reflected erroneous payment of union dues
28 from Class Members' paychecks. Based on information and belief, the wage statements provided

1 PLAINTIFFS and other Class Members and Aggrieved Employees fail to display the inclusive dates
2 of the period for which the employee is paid. For example, at times, DEFENDANTS' wage
3 statements provided to PLAINTIFFS, list a category for "retroactive pay" without including the
4 inclusive dates of the accurate pay period for that "retroactive pay". Based on information and
5 belief, the wage statements provided to the Class Members and Aggrieved Employees do not include
6 the name and address of the legal entity that is the employer. As a result, the wage statements
7 provided to the Class Members and Aggrieved Employees were not accurate and do not include all
8 of the statutorily required information, such as, but not limited to, the total hours worked.
9 Accordingly, DEFENDANTS violated Labor Code section 226.

10 45. Based on information and belief, PLAINTIFFS and other Class Members and
11 members of the 2820 Class and Aggrieved Employees were improperly required to pay for business
12 expenses that are legally the responsibility of the employer, including but not limited to, data plan
13 charges/other expenses incurred due to being required to use their personal cellphones/other
14 personal mobile communication devices to perform their job duties, such as but not limited to, for
15 communicating with management about work scheduling/tasks. For example, based on information
16 and belief, at times, PLAINTIFFS received work-related calls and/or messages to their personal cell
17 phones from managers and/or supervisors regarding scheduling and/or other work tasks. For
18 instance, PLAINTIFFS' supervisors would send messages to PLAINTIFFS' personal cell phone
19 requesting updates on work tasks and/or personnel, including but not limited to, which employees
20 had called out and/or left early for the day. Additionally, PLAINTIFFS were regularly required to
21 use their personal cell phones for other work-related purposes, such as, but not limited to,
22 communicating with runners on the airfield to coordinate the dispatch of mail to the proper
23 gates/locations. PLAINTIFFS were not reimbursed at all for DEFENDANTS' business use of their
24 personal cell phones. Based on information and belief, other Class Members, members of the 2802
25 Class and Aggrieved Employees also were required to use and did use personal devices to perform
26 work duties without receiving any reimbursement and/or full reimbursement for the expenses
27 incurred in connection therewith. Based on information and belief, DEFENDANTS also required
28 Class Members and members of the 2802 Class and Aggrieved Employees to purchase and or

1 maintain their own uniforms/work clothing and or purchase personal protective equipment, such as,
2 but not limited to, masks and/or gloves, without reimbursing PLAINTIFFS, the Class Members,
3 members of the 2802 Class and Aggrieved Employees for these expenses they incurred as a direct
4 consequence of the discharge of their job duties. For example, DEFENDANTS failed to reimburse
5 PLAINTIFFS at all and/or in full for the costs associated with purchasing and/or maintaining his
6 own uniforms/clothing and/or protective equipment/gear, such as, but not limited to, Covid-
7 protection masks that DEFENDANTS required PLAINTIFFS, Class Members, members of the
8 2802 Class and Aggrieved Employees wear for work. Based on information and belief, other Class
9 Members, members of the 2802 Class, and Aggrieved Employees also were required purchase
10 and/or maintain their own uniforms/clothing and/or protective equipment/gear, without receiving
11 any reimbursement and/or full reimbursement for the expenses incurred in connection therewith.

12 46. Upon separation of employment, DEFENDANTS failed to within the time limits
13 prescribed under California law furnish PLAINTIFFS a final paycheck containing all earned and
14 unpaid wages, including but not limited to, all earned and unpaid minimum wages, all earned and
15 unpaid overtime wages, all accrued sick leave pay, vacation pay, and/or all accrued paid time off at
16 the properly accrued rates.

17 47. Under information and belief, DEFENDANTS failed to pay PLAINTIFFS and Class
18 Members upon separation the wages earned and unpaid at the time of discharge, including accrued
19 and vested vacation pay or "PTO."

20 48. PLAINTIFFS are informed and believe and allege thereon that DEFENDANTS
21 engaged in these same herein described unlawful practices, and that DEFENDANTS applied these
22 same herein described unlawful practices to all of its employees that it applied to PLAINTIFFS.

23 **PAGA ALLEGATIONS**

24 49. PLAINTIFFS bring this action under the Private Attorneys General Act of 2004,
25 Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of themselves,
26 the State of California and Aggrieved Employees, regarding violations of the California Labor Code
27 as set forth herein, including, but not limited to, Sections 98.6, 200-204, 210, 216, 221-223, 225.5,
28 226, 226.3, 226.7, 227.3, 233, 245-248.5, 256, 432, 432.5, 432.7, 510-512, 558, 558.1, 1024.5,

1 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2699.3, 2802, 2810,
2 2810.5, and all applicable Wage Orders. Said "Aggrieved Employees" include:

3 All current and former non-exempt employees employed by
4 DEFENDANTS in California at any time from October 3, 2021
5 through the present ("PAGA Period").

6 50. PLAINTIFFS are "aggrieved employees," as that term is defined under Labor Code
7 section 2699(c), as they were employed by DEFENDANTS during the applicable statutory
8 limitations period and suffered one or more of the Labor Code violations set forth herein.

9 51. On June 14, 2022, PLAINTIFF SOLIS, through his counsel, gave written notice by
10 online filing with the California Labor and Workforce Development Agency ("LWDA") informing
11 it that DEFENDANTS failed to comply with California's labor laws. The LWDA assigned case
12 number LWDA-CM-889224-22.

13 52. On August 16, 2023, PLAINTIFF SORTO provided written notice to the LWDA and
14 DEFENDANTS of violations of various provisions of the California Labor Code.

15 53. On August 23, 2023, PLAINTIFF FERNANDEZ provided written notice to
16 DEFENDANTS and electronic notice to the LWDA. The LWDA assigned case number LWDA-
17 CM-944716-23.

18 54. On November 21, 2023, PLAINTIFF CROWE filed a PAGA Claim Notice with the
19 LWDA and provided notice to DEFENDANTS by certified mail.

20 55. On May 10, 2024, an Amended PAGA Notice was filed adding PLAINTIFFS
21 DAVENPORT and PALACIOS as complainants.

22 56. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
23 violations after expiration of the 65-day waiting time period in any of the above notices.
24 PLAINTIFFS have exhausted the administrative remedies as required by Labor Code section
25 2699.3.

26 **FIRST CAUSE OF ACTION**

27 **Recovery of Unpaid Minimum Wages and Liquidated Damages**
28 **(By PLAINTIFFS and the Class Members Against All DEFENDANTS)**

1 57. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

2 58. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
3 Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up
4 to forty per week or eight (8) per day, at a regular time rate no less than the mandated minimum
5 wage. Payment to an employee of less than the applicable minimum wage for all hours worked in
6 a payroll period is unlawful.

7 59. DEFENDANTS violated California’s minimum wage laws by, including but not
8 limited to, failing to compensate PLAINTIFFS and the Class Members for all hours worked by
9 virtue of, among other things, DEFENDANTS’ failure to relieve the Class Members of all duties
10 and employer control during unpaid meal periods, DEFENDANTS’ policies and practices of
11 mandating pre-shift and or post-shift off-the-clock work, payment of wages based on scheduled
12 hours and not actual hours worked and rounded time entries.

13 60. DEFENDANTS had and continues to have a continuous policy of failing to pay
14 PLAINTIFFS and Class Members for all hours worked.

15 61. DEFENDANTS had and continue to have a continuous policy of clocking out
16 PLAINTIFFS and Class Members/requiring PLAINTIFFS and Class Members clock out for at least
17 one thirty-minute meal period per shift, even though PLAINTIFFS and Class Members were not
18 relieved of all duties and employer control during said meal periods, rendering the unpaid time
19 compensable under California law.

20 62. DEFENDANTS had and continue to have a continuous policy of rounding the Class
21 Members time punches, including meal period time punches. On information and belief, this policy
22 favored DEFENDANTS more often than not, resulting in significant uncompensated time worked
23 by the Class Members. Moreover, based on information and belief, DEFENDANTS did not
24 compensate PLAINTIFFS and the Class Members for time spent donning and doffing personal
25 protective equipment and/or uniforms during meal periods, rest periods, before the start of a
26 scheduled shift, and/or after completing a scheduled shift. Based on information and belief,
27 DEFENDANTS had and continue to have a uniform policy and practice of consistently requiring,
28 suffering and or permitting the Class Members to work off-the-clock without wages, including but

1 not limited to, before and/or after completing a scheduled shift. For example, DEFENDANTS
2 instructed PLAINTIFFS that per DEFENDANTS' policy, PLAINTIFFS could not leave work at the
3 end of their shift until a relief/the next shift worker arrived but would not authorize PLAINTIFFS
4 to stay clocked in for the time spent waiting for a relief worker to arrive while under employer
5 control, resulting in an average of ten to fifteen minutes of uncompensated work time each workday
6 this occurred, and therefore, the significant underpayment of wages owed to PLAINTIFFS.

7 63. DEFENDANTS had and continue to have a continuous policy of paying
8 PLAINTIFFS and Class Members for scheduled hours, rather than actual time worked.

9 64. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
10 Members are entitled to recover all unpaid minimum time wages and liquidated damages thereon,
11 plus attorney's fees and costs, in an amount to be proved at trial.

12 **SECOND CAUSE OF ACTION**

13 **Recovery of Unpaid Overtime Wages**

14 **(By PLAINTIFF and the Class Members Against All DEFENDANTS)**

15 65. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

16 66. Employees in California must be paid overtime, equal to one and one-half times the
17 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
18 twelve hours in any workday, and for the first eight (8) hours worked on the seventh consecutive
19 day of work in a workweek, and they must be paid double the regular rate of pay for all hours worked
20 in excess of twelve hours in any workday and for all hours worked in excess of eight (8) on the
21 seventh consecutive day of work in a workweek, unless they are exempt.

22 67. PLAINTIFFS and the Class Members worked overtime hours for which they were
23 not compensated by DEFENDANTS by virtue of, including but not limited to, DEFENDANTS'
24 time-rounding/time-shaving policies and other mandated off-the-clock work policies and practices
25 described above. Based on information and belief, DEFENDANTS also failed to pay the correct
26 overtime rate(s) to Class Members due to DEFENDANTS' failure to incorporate all forms of non-
27 discretionary compensation, including but not limited to, non-discretionary bonuses (e.g., bonuses
28 earned for meeting attendance quotas) and/or shift differential pay and/or "acting supervisor" pay,
into the regular rate of pay for purposes of calculating the correct amount of overtime owed during

1 pay periods in which overtime was worked and non-discretionary remuneration earned. This
2 resulted in the miscalculation and underpayment of overtime wages owed to PLAINTIFFS and other
3 Class Members.

4 68. Defendants on multiple occasions have had a pattern and practice of failing to pay
5 overtime wages to Plaintiff and other similarly aggrieved employees in the State of California, as a
6 result of Defendants' failure to include all forms of remuneration, including but not limited to, shift
7 differential pay, i.e., "WgBenP", BenfPrem" and SafetySh", when determining the regular rate of
8 pay for purposes of overtime pay.

9 69. Based on information and belief, DEFENDANTS failed to pay twice Class
10 Members' regular rate(s) of pay for time worked beyond twelve (12) hours per day and for time
11 worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation
12 of California's overtime law.

13 70. DEFENDANTS' conduct described above is in violation of California Labor Code
14 sections 510 and 1194 and all applicable Industrial Wage Commission Wage Orders.

15 71. PLAINTIFFS and the Class Members are entitled to recover all unpaid overtime
16 wages, plus attorney's fees and costs, in an amount to be proved.

17 **THIRD CAUSE OF ACTION**

18 **Failure to Provide Meal Periods or Compensation in Lieu Thereof (By PLAINTIFF and the Class Members Against All DEFENDANTS)**

19 72. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

20 73. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
21 DEFENDANTS were required to provide PLAINTIFFS and the Class Members with one thirty-
22 minute meal period free from all duties and employer control for all shifts longer than five (5) hours,
23 and a second thirty-minute meal period free from all duties for all shifts longer than ten hours. Meal
24 periods can be waived, but only under the following circumstances: (1) if an employee's total work
25 period in a day is over five (5) hours but no more than six (6) hours, the required meal period may
26 be waived by mutual consent of the employer and employee, and (2) if an employee's total work
27 period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal
28 period may be waived by mutual consent of the employer and employee, but only if the first meal

1 period was not waived. Employers covered by the Wage Orders have an obligation to both (1)
2 relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to
3 record having done so. If the employer fails to properly record a valid meal period, it is presumed
4 no meal period was provided.

5 74. PLAINTIFFS and the Class Members were not always able to take timely, off-duty,
6 thirty-minute, uninterrupted meal periods, often being forced to take late meal periods and/or work
7 through part or all of their meal periods due to the nature and constraints of their job duties, lack of
8 relief workers available/scheduling issues, pressure to meet shipment/delivery/other work deadlines,
9 lack of relief workers available, the need to attend to work tasks requiring immediate attention
10 and/or pressure from DEFENDANTS to take noncompliant meal periods or skip meal periods
11 completely.

12 75. Based on information and belief, DEFENDANTS failed to provide PLAINTIFFS
13 and the Class Members with duty-free, uninterrupted, thirty-minute, second meal periods before the
14 end of the tenth hour of work when working shifts lasting more than ten hours.

15 76. Based on information and belief, DEFENDANTS have and continue to have a
16 continuous policy of clocking out PLAINTIFFS and Class Members/requiring PLAINTIFFS and
17 the Class Members clock out for at least thirty minutes per shift for a meal period, even though
18 PLAINTIFFS and Class Members were not relieved of all duties and employer control during said
19 meal periods, rendering the unpaid time compensable under California law.

20 77. Based on further information and belief, DEFENDANTS rounded the start and end
21 times of employee meal periods resulting in PLAINTIFFS and the Class Members receiving late or
22 shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

23 78. PLAINTIFFS are further informed and believe and thereon allege that
24 DEFENDANTS had actual or constructive knowledge that its time-rounding policies and practices
25 and policies and practices that failed to relieve Class Members of all duties and employer control
26 during meal periods resulted in the denial of meal periods to PLAINTIFFS and the Class Members,
27 in violation of California's meal period laws.

28 79. DEFENDANTS did not pay PLAINTIFFS and the Class Members an additional hour

1 of wages at their respective regular rates of pay for each workday a proper meal period was not
2 provided. DEFENDANTS either failed to pay a meal period premium at all for each workday a
3 legally compliant meal period was not provided or failed to pay the proper meal period premium for
4 failure to incorporate all non-discretionary remuneration, including but not limited to, non-
5 discretionary bonus compensation and/or shift differential compensation, into the regular pay rate
6 for purposes of calculating the owed meal period premiums.

7 80. DEFENDANTS failed to provide PLAINTIFFS and the Class Members with all
8 required meal periods, or with proper compensation in lieu thereof. As a result, under Labor Code
9 section 226.7, PLAINTIFFS and the Class Members are entitled to one additional hour's pay at the
10 proper premium pay rate for each day a meal period was missed, late or interrupted, plus attorney's
11 fees and costs, all in an amount to be proved at trial.

12 **FOURTH CAUSE OF ACTION**
13 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
14 **(By PLAINTIFF and the Class Members Against All DEFENDANTS)**

15 81. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

16 82. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
17 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
18 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
19 "insofar as practicable." The rest period requirement obligates employers to permit and authorize
20 employees to take off-duty rest periods, meaning employers must relieve employees of all duties
21 and relinquish control over how employees spend their time. *Augustus v. ABM Security Services,*
22 *Inc.*, (2016) 5 Cal.5th 257. If the employer fails to provide any required rest period, the employer
23 must pay the employee one hour of pay at the employee's regular rate of compensation for each
24 workday the employer did not provide at least one legally required rest period, pursuant to Labor
25 Code section 226.7.

26 83. PLAINTIFFS and the Class Members did not receive compliant, timely, net ten-
27 minute rest periods every four (4) hours worked or major fraction thereof. PLAINTIFFS and other
28 Class Members were not always able to take a net, ten-minute, off-duty rest period for every four
(4) hours worked or major fraction thereof due to pressure to meet shipment/delivery deadlines, lack

1 of relief workers available, the need to attend to work tasks requiring immediate attention and/or
2 pressure from management to take noncompliant rest periods. Based on information and belief,
3 DEFENDANTS implemented policies and practices that failed to relieve PLAINTIFFS and other
4 Class Members of all duties and employer control during purportedly off-duty rest periods, such as,
5 but not limited to, requiring Class Members to monitor work communication devices and or remain
6 on the worksite premises during any rest periods and thus remaining under employer control during
7 any rest periods, rendering said rest periods noncompliant with California rest period law. Based on
8 information and belief, PLAINTIFFS and other Class Members were denied legally compliant first,
9 second, and third rest periods during the relevant period. DEFENDANTS did not pay PLAINTIFFS
10 and other Class Members an additional hour of wages at their regular rate(s) of pay for each workday
11 a compliant rest period was denied or failed to pay the premium at the proper rate for failure to
12 incorporate all non-discretionary compensation, including but not limited to, shift differential pay
13 as well as bonus pay earned for meeting attendance quotas, into the regular pay rate used to calculate
14 the owed rest period premium(s).

15 84. DEFENDANTS did not pay PLAINTIFFS and the Class Members an additional hour
16 of wages at their regular rate(s) of pay for each workday a compliant rest period was not provided.

17 85. DEFENDANTS are therefore liable to PLAINTIFFS and the Class Members for one
18 hour of additional pay at the regular rate of compensation for each workday that a required rest
19 period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage
20 Order, plus pre-judgment interest and attorneys' fees and costs, all in an amount to be proved at
21 trial.

22 **FIFTH CAUSE OF ACTION**

23 **Failure to Furnish Accurate Itemized Wage Statements** 24 **(By PLAINTIFF and the Class Members Against All DEFENDANTS)**

25 86. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

26 87. Pursuant to California Labor Code section 226, subdivision (a), PLAINTIFFS and
27 the Class Members were entitled to receive, semimonthly or at the time of each payment of wages,
28 an itemized wage statement accurately stating the following:

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

10 88. During the relevant period, DEFENDANTS failed to provide PLAINTIFFS and the
11 Class Members with accurate wage statements that complied with Labor Code section 226. Wage
12 statements provided by DEFENDANTS do not accurately reflect, *inter-alia*, the total hours worked
13 for the pay period. Wage statements provided by DEFENDANT fail to indicate the “total hours
14 worked” by PLAINTIFFS and the Class Members by virtue of, including but not limited to,
15 DEFENDANTS’ time-rounding practices, failure to relieve the Class Members of all duties and
16 employer control during unpaid meal periods and mandated pre-shift/post-shift off-the-clock work
17 and/or payment according to scheduled hours instead of actual time worked as described herein.
18 Moreover, the wage statements provided by DEFENDANTS fail to display all applicable hourly
19 rates in effect during the pay period and the corresponding number of hours worked at each hourly
20 rate by the employee. Based on information and belief, the wage statements provided PLAINTIFFS
21 and other Class Members fail to display the inclusive dates of the period for which the employee is
22 paid. For example, at times, DEFENDANTS’ wage statements provided to PLAINTIFFS, list a
23 category for “retroactive pay” without including the inclusive dates of the accurate pay period for
24 which that “retroactive pay” was earned. Based on information and belief, the wage statements
25 provided to the Class Members do not include the name and address of the legal entity that is the
26 employer. As a result, the wage statements provided to the Class Members were not accurate and
27 do not include all of the statutorily required information, such as, but not limited to, the total hours
28 worked. Accordingly, DEFENDANTS violated Labor Code section 226.

1 89. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFFS and the
2 Class Members with proper, itemized wage statements as any wage statements provided by
3 DEFENDANTS do not accurately reflect, *inter-alia*, the total hours worked per pay period.

4 90. As a result of DEFENDANTS' unlawful conduct, PLAINTIFFS and the Class
5 Members have suffered injury. The absence of accurate information on their wage statements has
6 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
7 mathematical computations to determine the amount of wages owed, and will cause difficulty and
8 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
9 submission of inaccurate information about wages and amounts deducted from wages to state and
10 federal government agencies. As a result, PLAINTIFFS and the Class Members are required to
11 participate in this lawsuit and create more difficulty and expense for PLAINTIFFS and the Class
12 Members from having to reconstruct time and pay records than if DEFENDANTS had complied
13 with its legal obligations.

14 91. Pursuant to California Labor Code section 226(e), PLAINTIFFS and the Class
15 Members are entitled to recover fifty dollars per employee for the initial pay period in which a
16 Section 226 violation occurred and one hundred dollars per employee per violation for each
17 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

18 92. Pursuant to California Labor Code section 226(h), PLAINTIFFS and the Class
19 Members are entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance
20 with California Labor Code section 226(a). Injunctive relief is warranted because DEFENDANTS
21 continue to provide currently employed Class Members with inaccurate wage statements or no wage
22 statements at all in violation of California Labor Code section 226(a). Currently employed Class
23 Members have no adequate legal remedy for the continuing injuries that will be suffered as a result
24 of DEFENDANTS' ongoing unlawful conduct. Injunctive relief is the only remedy available for
25 ensuring DEFENDANTS' compliance with California Labor Code section 226(a).

26 93. Pursuant to California Labor Code sections 226(e) and 226(h), PLAINTIFFS and the
27 Class Members are entitled to recover the full amount of penalties due under Section 226(e),
28 reasonable attorneys' fees, and costs of suit.

SIXTH CAUSE OF ACTION

**Failure to Timely Pay All Wages Due Upon Separation of Employment
(By PLAINTIFF and the Class Members Against All DEFENDANTS)**

94. PLAINTIFFS incorporate all preceding paragraphs as if fully set forth herein. California Labor Code section 201(a) provides, in relevant part, that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

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

96. DEFENDANTS failed to timely pay PLAINTIFFS and the Class Members all wages that were due and owing upon termination or resignation, as described herein. Upon separation of employment, DEFENDANTS failed to timely furnish PLAINTIFFS and the Class Members with their final paychecks containing all earned and unpaid minimum wages, overtime wages, vacation pay, and all sick leave wages and/or paid time off at the properly accrued rates. Based on information and belief, the final paychecks were not provided upon separation of employment within the time limits prescribed by California law, including but not limited to, Labor Code sections 201 and 202, and any final paychecks provided were devoid of all earned and unpaid wages, including but not limited to, all earned and unpaid minimum wages, overtime wages, vacation pay, and all accrued paid time off.

97. DEFENDANTS willfully failed to timely pay all wages upon separation of employment due to, including but not limited to, not paying sick leave or all accrued paid time off provided in lieu of sick leave at the properly accrued rates as required under California law.

98. Under Labor Code section 203, PLAINTIFFS and the Class Members who no longer are employed with DEFENDANTS are entitled to recover waiting time penalties of up to 30 days’ pay, plus attorney’s fees and costs, in an amount to be proved at trial.

SEVENTH CAUSE OF ACTION
Failure to Reimburse Business Expenses
(By PLAINTIFFS and the 2802 Class Members Against all DEFENDANTS)

99. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

100. Pursuant to California Labor Code section 2802, PLAINTIFFS and the 2802 Class Members were entitled to be reimbursed for all reasonable expenses associated with carrying out orders by their employer and/or carrying out the duties assigned by their employers.

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

102. Based on information and belief, PLAINTIFFS and the 2802 Class Members were improperly required to pay for business expenses that are legally the responsibility of the employer, including but not limited to, data plan charges/other expenses incurred due to being required to use their personal cellphones/other personal mobile communication devices to perform their job duties, such as but not limited to, for communicating with management about work scheduling/tasks. Based on information and belief, DEFENDANTS also required the 2802 Class Members to purchase and or maintain their own uniforms/work clothing and or purchase personal protective equipment, such as, but not limited to, masks and/or gloves, without reimbursing PLAINTIFFS and the 2802 Class Members for these expenses they incurred as a direct consequence of the discharge of their job duties.

103. DEFENDANTS failed to provide any reimbursement at all or any amount offered as reimbursement fell far below the amount paid out of pocket/expenses incurred by PLAINTIFFS and the 2802 Class Members.

104. DEFENDANTS' failure to provide PLAINTIFFS and the 2802 Class Members with full reimbursement for all reasonable expenses associated with carrying out their duties required that PLAINTIFFS and the 2802 Class Members subsidize and/or carry the burden of business

1 expenses in violation of Labor Code section 2802.

2 105. As a result of DEFENDANTS' unlawful conduct, PLAINTIFFS and the 2802 Class
3 Members have suffered injury in that they were not completely reimbursed as mandated by
4 California law.

5 106. Pursuant to California Labor Code section 2802, PLAINTIFFS and the 2802 Class
6 Members are entitled to recover the full amount of reimbursable expenses due, in addition to
7 reasonable attorneys' fees, and costs of suit.

8 **EIGHTH CAUSE OF ACTION**

9 **Failure to Pay Vacation Wages Due at Termination**

10 **(Labor Code §227.3)**

11 **(By PLAINTIFFS and Class Members Against All DEFENDANTS)**

12 107. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

13 108. By its failure to timely pay PLAINTIFFS and Class Members, DEFENDANTS
14 willfully violated the provisions of Labor Code §227.3. Section 227.3 of Labor Code provides that
15 whenever a contract of employment or employer policy provides for paid vacation, and an employee
16 is terminated without having taken off his or his vested vacation time, all vested vacation shall be
17 paid to him as wages at his or his final rate in accordance with such contract of employment or
18 employer policy respecting eligibility of time served; provided, however, that an employment
19 contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.

20 109. As a result of DEFENDANTS' unlawful conduct, PLAINTIFFS and Class Members
21 have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated
22 here as applicable.

23 **NINTH CAUSE OF ACTION**

24 **Failure to Pay Sick Leave**

25 **(By PLAINTIFFS and Class Members Against All DEFENDANTS)**

26 110. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

27 111. During the relevant time period, Labor Code § 246(l) was in effect, which requires
28 that employers pay sick time pay to non-exempt employees at the employees "regular rate of pay."
Under California law, the determination of regular rate of pay for purposes of determining sick leave
pay must include the employee's commissions, bonuses, shift differential pay or all other non-
discretionary forms of compensation.

1 112. At all times herein mentioned, PLAINTIFFS and Class Members on multiple
2 occasions accumulated and were paid sick leave by DEFENDANTS, including but not limited to
3 sick pay and “PTO”, and on these multiple occasions employees have not been paid all accrued sick
4 leave pay as a result of DEFENDANTS’ pattern and practice of failing to include all forms of
5 remuneration, including but not limited to shift differential pay, i.e., “WgBenP”, “BenfPrem”, and
6 SafetySh”, in determining the regular rate of pay for purposes of sick leave pay.

7 113. Labor Code § 233 provides that “any employer who provides sick leave for
8 employees shall permit an employee to use in any calendar year the employee’s accrued and
9 available sick leave entitlement, in an amount not less than sick leave that would be accrued during
10 six months at the employees’ then current rate of entitlement, for the reasons specified in subdivision
11 (a) of Section 246.5.”

12 114. At all times herein mentioned, DEFENDANTS intentionally and willfully failed to
13 pay PLAINTIFFS and the Class Members their sick leave at the regular rate of pay. Accordingly,
14 PLAINTIFFS and Class Members did not receive the full amount of paid sick leave that they were
15 entitled to receive by law, and therefore were denied the right to use sick leave within the meaning
16 of Labor Code §§ 233(a) and (c).

17 115. Any employer who violates Labor Code § 233 is liable to employees for the greater
18 of one days’ pay or actual damages, reasonable equitable relief and reasonable attorney’s fees and
19 costs.

20 116. As a result of the unlawful acts of DEFENDANTS, PLAINTIFFS and the Class
21 Members have been deprived of sick leave pay in amounts to be determined at trial, and are entitled
22 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant
23 to Labor Code §§ 233, 246, 246.5, 558 and 2698; and Code of Civil Procedure § 1021.5; and Civil
24 Code §3287.

25 **TENTH CAUSE OF ACTION**

26 **Unfair Competition**

27 **(By PLAINTIFFS, Class Members and the 2802 Class Members Against All**
28 **DEFENDANTS)**

117. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

1 118. The unlawful conduct of DEFENDANTS alleged herein constitutes unfair
2 competition within the meaning of California Business and Professions Code section 17200. This
3 unfair conduct includes all unlawful conduct alleged herein, including but not limited to:
4 DEFENDANTS' failure to pay minimum and overtime wages by virtue of its illegal policies and
5 practices; DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest
6 periods or pay proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and
7 accurate itemized wage statements; DEFENDANTS' failure to provide paid sick leave /all paid time
8 off provided in lieu thereof at the properly accrued rates due to, including but not limited to,
9 DEFENDANTS' failure to base the accrued sick leave on the correct number of hours worked and
10 failure to incorporate all non-discretionary remuneration, including but not limited to, non-
11 discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the
12 sick pay calculation; DEFENDANTS' failure to reimburse its employees for business expenses; and
13 DEFENDANTS' failure to timely pay all wages due during and upon separation of employment.

14 119. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
15 California Labor Code, DEFENDANTS have gained a competitive advantage over other
16 comparable companies doing business in the State of California that comply with their obligations
17 to authorize or permit rest and meal periods or pay proper meal and rest period premiums in lieu
18 thereof, to provide proper notice and properly accrue and pay sick time benefits/paid time off in lieu
19 thereof, to provide complete and accurate itemized wage statements, to reimburse employees for all
20 business expenses, to pay all owed minimum and overtime wages, and to pay all wages due during
21 and upon separation of employment of their employees.

22 120. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFFS,
23 the Class Members, and 2802 Class Members have suffered injury in fact and lost money or
24 property, as described in more detail above. Pursuant to California Business and Professions Code
25 section 17200, et seq., PLAINTIFFS, Class Members, and 2802 Class Members are entitled to
26 restitution of all wages and other monies rightfully belonging to them that DEFENDANTS failed to
27 pay and wrongfully retained by means of its unlawful and unfair business practices.

28 121. PLAINTIFFS also seek an injunction against DEFENDANTS on behalf of the Class

1 Members and 2802 Class Members, enjoining DEFENDANTS and any and all persons acting in
2 concert with it from engaging in each of the unlawful practices and policies set forth herein.

3 **ELEVENTH CAUSE OF ACTION**
4 **Violation of the Private Attorneys General Act of 2004**
5 **(Against All Defendants)**

6 122. PLAINTIFF incorporates all preceding paragraphs as if full alleged herein.

7 123. PLAINTIFF brings this action under the Private Attorneys General Act of 2004,
8 Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of himself, the
9 State of California and Aggrieved Employees, regarding violations of the California Labor Code as
10 set forth herein as to all Aggrieved Employees including, but not limited to, Sections 98.6, 200-204,
11 210, 216, 221-223, 225.5, 226, 226.3, 226.7, 227.3, 233, 245-248.5, 256, 432, 432.5, 432.7, 510-
12 512, 558, 558.1, 1024.5, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199,
13 2699, 2699.3, 2802, 2810, 2810.5, and all applicable Wage Orders. Said "Aggrieved Employees"
14 include:

15 All current and former non-exempt employees employed by DEFENDANTS
16 in California at any time from one year plus 65 days from filing of the initial
17 Complaint through the present ("PAGA Period").

18 124. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
19 section 2699(c), as he was employed by DEFENDANTS during the applicable statutory limitations
20 period and suffered one or more of the Labor Code violations set forth herein. Accordingly,
21 PLAINTIFF seeks to recover on behalf of himself, the State of California, and all other Aggrieved
22 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
23 PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved
24 Employees, as he was jointly employed by DEFENDANTS and is thereby affected by one or more
25 of the alleged violations. See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th
26 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations committed by
the employer - regardless of whether Plaintiff experienced all violations personally. *Id.* at 760-761.

27 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

28 125. On June 14, 2022, PLAINTIFF SOLIS, through his counsel, gave written notice by

1 online filing with the LWDA informing it that DEFENDANTS failed to comply with California's
2 labor laws. The LWDA assigned case number LWDA-CM-889224-22.

3 126. On August 16, 2023, PLAINTIFF SORTO provided written notice to the LWDA and
4 DEFENDANTS of violations of various provisions of the California Labor Code.

5 127. On August 23, 2023, PLAINTIFF FERNANDEZ provided written notice to
6 DEFENDANTS and electronic notice to the LWDA. The LWDA assigned case number LWDA-
7 CM-944716-23.

8 128. On November 21, 2023, PLAINTIFF CROWE filed a PAGA Claim Notice with the
9 LWDA and provided notice to DEFENDANTS by certified mail.

10 129. On May 10, 2024, an Amended PAGA Notice was filed adding PLAINTIFFS
11 DAVENPORT and PALACIOS as complainants.

12 130. The LWDA did not provide notice of its intention to investigate DEFENDANT's
13 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
14 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
15 PLAINTIFFS have exhausted the administrative remedies as required by Labor Code section
16 2699.3. Consequently, PLAINTIFFS' right to file the instant lawsuit has duly accrued.

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

20 132. From one year prior to PLAINTIFFS' filing of the required PAGA notice with the
21 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated California
22 Labor Code sections 98.6, 200-204, 210, 216, 221-223, 225.5, 226, 226.3, 226.7, 227.3, 233, 245-
23 248.5, 256, 432, 432.5, 432.7, 510-512, 558, 558.1, 1024.5, 1102.5, 1174, 1194, 1194.2, 1197,
24 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2699.3, 2802, 2810, 2810.5, and all applicable Wage
25 Orders.

26 133. As set forth above, DEFENDANTS have committed numerous violations of the
27 California Labor Code due to including but not limited to their failure to pay all owed minimum
28 wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation

1 in lieu thereof, failure to provide accurate wage statements, failure to reimburse business expenses,
2 and failure to pay all wages owed upon separation of employment as alleged above. PAGA penalties
3 are in addition to any other relief available under the Labor Code.

4 134. Additionally, DEFENDANTS have violated the following Labor Code sections and
5 provisions of the applicable Wage Order as to PLAINTIFFS and Aggrieved Employees.

6 135. **Record-Keeping Violations.** Due to the unlawful policies and practices described
7 herein, DEFENDANTS failed and continue to fail, to keep accurate and complete payroll records
8 as required by Labor Code section 1174, 1198, 1199, and section 7 of all applicable Wage Orders.
9 DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as
10 required by law, including but not limited to the following records: total daily hours worked,
11 applicable rates of pay, time records showing when PLAINTIFFS and other Aggrieved Employees
12 began and ended each work period, time records of meal periods, and accurate itemized wage
13 statements.

14 136. DEFENDANTS have failed and continue to fail to keep accurate and complete
15 records showing total hours worked by virtue of DEFENDANTS' time rounding, automatic meal
16 period deductions, failure to relieve PLAINTIFFS and Aggrieved Employees of all duties and
17 employer control during unpaid meal periods, failure to record the true start and end times of meal
18 periods, shift start times and shift end times, and other mandated off-the-clock work policies and
19 practices described herein.

20 137. Additionally, DEFENDANTS failed and continue to fail to keep accurate records
21 and issue accurate wage statements by not documenting accrued sick time for PLAINTIFFS and
22 Aggrieved Employees.

23 138. **Sick Leave Violations:** DEFENDANTS violated California's paid sick leave laws
24 including, Labor Code sections 245-248.5; DEFENDANTS failed to provide proper sick
25 leave to Aggrieved Employees, due to, including but not limited to, DEFENDANTS' failure to
26 account for the actual hours worked by virtue of DEFENDANTS' failure to relieve Aggrieved
27 Employees of all duties and employer control during any unpaid meal periods, mandated pre-
28 shift/post-shift off-the-clock work, payment according to scheduled hours rather than actual time

1 worked and time-rounding policies and practices, as described herein, and or DEFENDANT'S
2 failure to incorporate all forms of non-discretionary remuneration, including but not limited to, non-
3 discretionary bonuses/incentive pay and/or shift differential pay, and/or other non-discretionary
4 compensation into the sick pay calculation. DEFENDANTS further failed to put the Aggrieved
5 Employees on notice of their paid sick leave rights - or thereby putting their entitlement to sick leave
6 in a Labor Code section 2810.5 notice. DEFENDANTS failed to maintain accurate records
7 documenting the hours worked and paid sick days accrued and used by the Aggrieved Employees,
8 in violation of Labor Code section 247.5. DEFENDANTS failed to provide notice of the accrued
9 sick leave amount or balance left for the Aggrieved Employees by failing to provide Aggrieved
10 Employees with a wage statement or separate writing showing the balance of accrued or available
11 sick leave, or paid time off leave provided in lieu of sick leave, on their designated pay dates with
12 the their payment of wages, as required under Labor Code section 246, and thus affected Aggrieved
13 Employees' intelligent exercise of their paid sick leave. But for this failure, Aggrieved Employees
14 who are no longer employed with DEFENDANTS would have used their paid sick leave at least
15 prior to their respective separations, or on several occasions after receiving notice of the available
16 sick leave.

17 **139. Failure to Provide Supplemental Paid Sick Leave.** Labor Code section 248.2
18 provides that all employers with 26 or more employees are required to provide up to 80 hours
19 for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for
20 themselves, to care for a family member or if it is vaccine-related. Based on information and
21 belief, DEFENDANTS violated Labor Code section 248.2 by not providing Aggrieved
22 Employees with required 2021 COVID-19 Supplemental Paid Sick Leave.

23 **140. Failure to Pay Vested Vacation/Paid Time Off:** Based on information and belief,
24 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
25 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
26 failing to pay all vested, accrued paid time off to Aggrieved Employees upon separation of
27 employment, in violation of California law, including but not limited to, Labor Code section 227.3.

28 **141. Standard Conditions of Labor Violations.** DEFENDANTS' unlawful policies and

1 practices described herein also resulted in violations of Labor Code Sections 1198 and 1199, which
2 together, make it unlawful to employ individuals under conditions that are prohibited by the Wage
3 Orders or any provision within Part 4, Chapter 1 of the Labor Code, including section 1174, 1197,
4 and 1198, or order or ruling of the commission.

5 142. Therefore, DEFENDANTS' violations with respect to, including but not limited to,
6 meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, and
7 unreimbursed business expenses result in separate violations of sections 1198 and 1199.

8 143. **Refusal to Make Payment.** DEFENDANTS violated and continue to violate Labor
9 Code section 216 by failing to pay PLAINTIFFS and Aggrieved Employees for all hours worked at
10 the proper wage rate and by failing to pay PLAINTIFFS and Aggrieved Employees an additional
11 hour of pay for each meal/rest period not provided or that was otherwise unlawful. *Gould v.*
12 *Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

13 144. **Unlawful Deductions.** Labor Code section 221 prohibits an employer from
14 “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
15 to said employee.” Based on information and belief, DEFENDANTS made unlawful deductions
16 from Aggrieved Employees’ paychecks during the relevant period, including but not limited to
17 deducting costs advanced by DEFENDANTS from Aggrieved Employees’ final paychecks as well
18 as deductions for purported overpayments from prior pay periods and/or deductions for negligently
19 broken/damaged company property. Such a practice is in violation of including but not limited to,
20 Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code
21 Section 2699.

22 145. **Statutory Wage Violations.** As described above, DEFENDANTS willfully and
23 systematically denied PLAINTIFFS and other Aggrieved Employees minimum and overtime wages
24 for all hours worked which resulted in the payment of less than the statutorily required wages owed
25 to them. DEFENDANTS acted with the intent to deprive them of statutory wages, including, but
26 not limited to, overtime wages and minimum wages, to which they were entitled to under California
27 law. Thus, DEFENDANTS violated Labor Code section 223 by paying PLAINTIFFS and other
28 Aggrieved Employees lower wages than those they were entitled to while purporting that

1 PLAINTIFFS and other Aggrieved Employees were properly paid.

2 146. **Failure to Produce Records in Violation of Labor Code §§ 226(b)-(c), 1198.5,**
3 **and 432.** *Time and Pay Records:* Labor Code section 226 and all applicable IWC Wage Orders,
4 section 7 require that employers keep the following information on file for each employee for a
5 minimum of three years: The employee's dates of employment; the employee's hourly rates and the
6 corresponding number of hours worked by the employee at each hourly rate, when the employee
7 begins and ends each work period (including meal periods) and split intervals; total hours worked
8 by the employee; all deductions; gross wages earned; and net wages earned.

9 147. Section (b) of Labor Code section 226 further requires employers to "afford current
10 and former employees the right to inspect or receive a copy of records pertaining to their
11 employment upon reasonable request to the employer." Section (c) of Labor Code section 226
12 provides that, "an employer who receives a written or oral request to inspect or receive a copy of
13 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
14 the request as soon as practicable, but no later than 21 calendar days from the date of the request. A
15 violation of this subdivision is an infraction." An employer's failure to comply within this timeframe
16 entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from
17 the employer. Lab. Code section 226(f).

18 148. *Personnel Records.* In addition to their right to time and pay records, employees, and
19 their representatives, have the right to inspect and receive a copy of their personnel files pursuant to
20 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
21 section 432 further specifies that employers must furnish copies of all employment records bearing
22 the employee's signature. Labor Code section 1198.5 also requires that the file be made available
23 for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days
24 from the date the employer receives a written request." An employer's failure to comply within this
25 timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar
26 (\$750) penalty from the employer. Lab. Code section 1198.5(k).

27 149. Based on information and belief, DEFENDANTS fail to produce or make available
28

1 Aggrieved Employees' personnel records and/or payroll records when requested pursuant to Labor
2 Code sections 226, 1198.5, 432, and/or the applicable Wage Order. These violations subject
3 DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699.

4 **150. Unlawful Agreements-Unlawful Criminal and Financial Background Checks.**

5 Based on information and belief, DEFENDANTS required PLAINTIFFS and other Aggrieved
6 Employees to agree in writing to unlawful conditions of employment, such as, but not limited to,
7 unlawful criminal and/or financial checks as a condition of obtaining and/or continuing
8 employment, in violation of Labor Code section 432.5. Based on further information and belief,
9 DEFENDANTS also required PLAINTIFFS to agree in writing to unlawful background checks not
10 in conformity with the requirements of Investigative Consumer Reporting Agencies Act, Civil Code
11 sections 1786, et seq. ("ICRAA") and/or the Fair Credit Reporting Act, 15 U.S.C. sections 1681, et
12 seq. ("FCRA"), in violation of Labor Code section 432.5. Based on information and belief,
13 DEFENDANTS asked about arrests not resulting in convictions on its employment application, in
14 violation of Labor Code section 432.7 and or otherwise unlawfully asked about criminal
15 history/unlawfully required the disclosure of criminal history prior to extending a conditional offer
16 of employment and required PLAINTIFFS and other Aggrieved Employees to agree in writing to
17 the unlawful disclosures as a condition of employment, in violation of Labor Code section 432.5

18 **151. Labor Code § 210.** At all relevant times herein, Labor Code section 204, requires
19 and required that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month
20 shall be paid for between the 16th and 26th day of the month during which the labor was performed,
21 and labor performed between the 16th and the last day, inclusive of any calendar month, shall be
22 paid for between the 1st and 10th day of the following month."

23 **152.** At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
24 that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this
25 article, every person who fails to pay the wages of each employee as provided in Section 210.3, 204,
26 204b, 204.1, 205, 205.5, and 1187.5, shall be subject to civil penalty as follows: (1) For any initial
27 violation, one hundred dollars (\$100) for each failure to pay each employee" and "(2) For each
28 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each

1 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

2 153. At all relevant times herein, DEFENDANTS have had a consistent policy of practice
3 of failing to pay PLAINTIFFS and Aggrieved Employees during their employment on a timely basis
4 as per Labor Code section 204. Thus, pursuant to Labor Code section 210, PLAINTIFFS and other
5 Aggrieved Employees or former employees he seeks to represent are entitled to recover civil
6 penalties for DEFENDANTS’ violations of Labor Code section 204, in the amount of one hundred
7 dollars (\$100) for each aggrieved employee or former employee for each initial violation per
8 employee, and two hundred dollars (\$200) for each aggrieved employee or former employee for
9 each subsequent violation in connection with each payment that was made in violation of Labor
10 Code section 204.

11 154. **Labor Code § 226.3.** DEFENDANTS have and had a policy or practice of failing to
12 comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
13 PLAINTIFFS and Aggrieved Employees with itemized wage statements that accurately reflect gross
14 wages earned; total hours worked; net wages earned; the name and address of each employer with
15 whom they have been placed to work; all applicable hourly rates in effect during the pay period and
16 the corresponding number of hours worked at each hourly rate; and other such information as
17 required by Labor Code section 226, subdivision (a).

18 155. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
19 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
20 per employee per violation in an initial citation and one thousand (\$1,000) per employee for each
21 violation in a subsequent citation, for which the employer fails to provide the employee a wage
22 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

23 156. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
24 this section are in addition to any other penalty provided by law.”

25 157. PLAINTIFFS are informed and believe, and based thereon allege, that
26 DEFENDANTS have and had a policy or practice of failing to furnish non-exempt employees,
27 including, without limitation, PLAINTIFFS and Aggrieved Employees, with itemized wage
28 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all

1 deductions; all applicable hourly rates in effect and the corresponding number of hours worked at
2 each hourly rate in effect during the pay period; and other such information as required by Labor
3 Code section 226, subdivision (a).

4 158. Pursuant to Labor Code Section 226.3, PLAINTIFFS and other Aggrieved
5 Employees they seek to represent are entitled to recover civil penalties for DEFENDANTS'
6 violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars
7 (\$250) for each aggrieved current or former employee per pay period for the initial violation, and
8 one thousand dollars (\$1,000) for each aggrieved current or former employee per pay period for
9 each subsequent violation.

10 159. **Labor Code § 558.** Pursuant to Labor Code section 558, subdivision (a): "Any
11 employer or other person acting on behalf of an employer who violates, or causes to be violated . .
12 .any provision regulating hours and days of work in any of the Industrial Welfare Commission"
13 shall be subject to a civil penalty as follows:

14 For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay
15 period for which the employee was underpaid in addition to an amount sufficient to
16 recover underpaid wages;

17 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
18 for each pay period for which the employee was underpaid in addition to an amount
19 sufficient to recover underpaid wages;

20 Wages recovered pursuant to this section shall be paid to the affected employee."

21 160. PLAINTIFFS are informed and believe, and based thereon allege, that
22 DEFENDANTS, and each of them, violated, or caused to be violated, the Labor Code sections
23 described herein, including causing PLAINTIFFS and other Aggrieved Employees not to: be paid
24 overtime and sick leave pay at the applicable rate; receive meal and rest periods or compensation in
25 lieu thereof; be paid timely wages during their employment and after their employment separation;
26 and receive accurate, itemized wage statements.

27 161. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFFS and
28 other Aggrieved Employees are entitled to recover directly from DEFENDANTS civil penalties

1 pursuant to Labor Code section 558 in an amount to be determined at trial.

2 162. **Labor Code § 1197.1.** Pursuant to Labor Code section 1197.1, subdivision (a): “Any
3 employer or other person acting either individually or as an officer, agent, or employee of another
4 person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an
5 applicable state or local law, or by an order of the commission shall be subject to a civil penalty,
6 restitution of wages, liquidated damages payable to the employee, and any applicable penalties
7 imposed pursuant to Section 203 as follows:

8 For any initial violation that is intentionally committed, one hundred dollars (\$100) for
9 each underpaid employee for each pay period of which the employee is underpaid. This
10 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated
11 damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to
12 Section 203.

13 For each subsequent violation for the same specific offence, two hundred fifty dollars
14 (\$250) for each underpaid employee for each pay period for which the employee is
15 underpaid regardless of whether the initial violation is intentionally committed. This
16 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated
17 damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to
18 Section 203.

19 Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203,
20 recovered pursuant to this section shall be paid to the affected employee.”

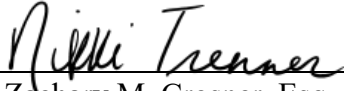
21 163. PLAINTIFFS are informed and believe, and based thereon allege, that
22 DEFENDANTS caused PLAINTIFFS and Aggrieved Employees not to be paid overtime wages as
23 a result of DEFENDANTS, without limitation, routinely failing to include all forms of remuneration
24 when determining the regular rate of Plaintiff or other aggrieved employees for purposes of overtime
25 pay and sick leave pay.

26 164. As a direct and proximate result of DEFENDANTS’ conduct, PLAINTIFFS and
27 other Aggrieved Employees are entitled to recover directly from DEFENDANTS civil penalties
28 pursuant to Labor Code section 1197.1

- 1 10. For pre-judgment interest as permitted by law;
2 11. For attorney's fees and costs reasonably incurred;
3 12. For civil penalties according to proof, including PAGA penalties (75% payable to the
4 LWDA and 25% payable to Aggrieved Employees; and
5 13. For such other and further relief that the Court deems just and proper.

6
7 Dated: October 9, 2025

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THE NOURMAND LAW FIRM, APC
MOORADIAN LAW, APC
LAVI & EBRAHIMIAN, LLP

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19 Cassandra A. Castro, Esq.
20 Colby A. Meagle, Esq.

21 Attorneys for Plaintiffs

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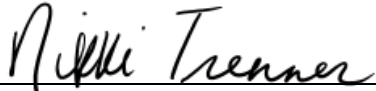
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1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFFS demand a trial by jury on all claims so triable.

3
4 Dated: October 9, 2025

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