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

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF RIVERSIDE**

10 PEDRO TORRES, on behalf of the State of
California and all Aggrieved Employees,

11 Plaintiff,

12 v.

13
14 CARPENTER CO., a Virginia Corporation;
15 and DOES 1-100, inclusive,

16 Defendants.

Case No.: **CVRI 2502956**

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

1 Plaintiff, PEDRO TORRES, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants
3 CARPENTER CO., a Virginia Corporation; and DOES 1-100, inclusive. PLAINTIFF is informed
4 and believes and thereon alleges as follows:

5 **INTRODUCTION**

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

10 **JURISDICTION AND VENUE**

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

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

21 **THE PARTIES**

22 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
23 California and a citizen of the State of California. PLAINTIFF was employed by DEFENDANTS
24 in the State of California as a non-exempt employee during the Class Period (defined below).

25 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
26 title(s) of dock worker, checker loader and/or a similar title(s) and/or job position(s) from in or
27 around June 2024 through in or around November 2024.

28 6. Defendant, CARPENTER CO., is a Virginia Corporation; that, at all relevant times,
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1 was authorized to do business within the State of California and is doing business in the State of
2 California.

3 7. DEFENDANTS own, operate, manage and/or staff its employees to work at the
4 warehouse distribution centers, warehouses, yards, facilities and/or other locations in including but
5 not limited to, Riverside, California. DEFENDANTS are one of the world's largest manufacturers
6 of comfort-cushioning products. DEFENDANTS, through its various locations, serve the including
7 but not limited to, manufacturing industry.¹

8 8. The true names and capacities of the DOE Defendants sued herein as DOES 1
9 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
10 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
11 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
12 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
13 become known.

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

24 **JOINT LIABILITY**

25 10. Under California law, the definition of the terms “to employ” are broadly construed
26 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
27 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)

28 ¹ See <https://carpenter.com/en/>. Last visited on May 14, 2025.

1 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
2 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
3 was to reach situations in which multiple entities control different aspects of the employment
4 relationship. Supervision of the work, in the specific sense of exercising control over how services
5 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
6 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
7 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
8 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
9 California, applying a less stringent standard to what constitutes sufficient control by a business
10 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
11 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
12 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
13 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
14 employment,” *Id.* at 875 [emphasis added].

15 11. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the
16 Aggrieved Employees (defined below) 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 PLAINTIFF and the Aggrieved Employees; (2)
20 suffered or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged
21 PLAINTIFF and Aggrieved Employees to work for them.

22 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
23 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
24 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
25 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
26 policies and practices regardless of the location(s) where they worked. Among other things,
27 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
28 in DEFENDANTS’ companies, (2) DEFENDANTS utilize common management, who have control

1 over the day-to-day operations and employment matters, including the power to hire and fire, set
2 schedules, issue employee policies, and determine rates of compensation across its locations in
3 California; (3) DEFENDANTS utilize the same policies and procedures for all California
4 employees, including issuing the same employee handbooks and other form agreements; (4)
5 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
6 employment matters; and, (6) DEFENDANTS share employees.

7 13. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
8 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Aggrieved
9 Employees upon whose behalf PLAINTIFF brings these allegations and causes of action, in that
10 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'
11 wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Aggrieved
12 Employees to work so as to be considered the joint employers of PLAINTIFF and the Aggrieved
13 Employees.

14 14. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
15 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
16 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
17 working conditions that were distributed to, and/or applied to PLAINTIFF and the Aggrieved
18 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
19 PLAINTIFF and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively
20 represented to PLAINTIFF and the Aggrieved Employees that each was an "at-will" employee of
21 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
22 and Aggrieved Employees' employment with or without cause. Upon information and belief,
23 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
24 writing the details of their compensation, and the manner in which they were to take meal and rest
25 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
26 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
27 collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

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

5 16. By reason of their status as joint employers of PLAINTIFF and Aggrieved
6 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
7 Code and applicable Wage Orders as to all Aggrieved Employees.

8 **PAGA ALLEGATIONS**

9 17. PLAINTIFF brings this action under the PAGA, as a representative action on behalf
10 of the State of California and all Aggrieved Employees, regarding violations of the California Labor
11 Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include the
12 following:

13 All current and former non-exempt employees that worked either directly or via a
14 staffing agency for any one or more DEFENDANTS at any location in California at
15 any time from one year plus 65 days from the filing of the initial Complaint through
16 the present ("PAGA Period").

17 18. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
18 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
19 limitations period and suffered all of the Labor Code violations set forth herein. Accordingly,
20 PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the
21 civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has
22 standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as
23 PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged
24 violations.

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

26 19. PLAINTIFF, on February 18, 2025, through counsel, gave written notice by online
27 filing with the California Labor and Workforce Development Agency ("LWDA") informing it that
28 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged

1 in this Complaint ("PAGA Notice"). The PAGA Notice was also sent to DEFENDANTS via
2 certified mail.

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

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

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

14 **FACTUAL ALLEGATIONS**

15 23. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees
16 worked for DEFENDANTS in the State of California. At all times referenced herein,
17 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and suffered and/or
18 permitted them to work.

19 24. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
20 title(s) of dock worker, checker loader, and/or a similar title(s) and/or job position(s) from in or
21 around June 2024 through in or around November 2024.

22 25. PLAINTIFF regularly worked at least approximately eight (8) to ten (10) hours per
23 day, at least five (5) days per week. DEFENDANTS assigned

24 26. PLAINTIFF to work primarily out of its facilities located in Riverside, California.

25 27. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by
26 DEFENDANTS as hours worked. At times, PLAINTIFF was paid a base rate of \$22.55 per hour.

27 28. PLAINTIFF also earned shift differential pay and/or other non-discretionary
28 compensation.

1 29. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
2 PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of
3 minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved
4 Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time
5 rounding policies, and failure to relieve employees of all duties/employer control during unpaid
6 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
7 below.

8 30. Based on information and belief, DEFENDANTS implemented a policy and/or
9 practice of rounding meal period start and end times and/or automatically deducting at least thirty
10 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
11 PLAINTIFF and other Aggrieved Employees were subject to DEFENDANTS' control during
12 purported meal periods and/or were otherwise not afforded lawful meal periods, depriving
13 PLAINTIFF and Aggrieved Employees of all wages owed.

14 31. Based on information and belief, Aggrieved Employees were not paid for all hours
15 worked due to DEFENDANTS' policy and/or practice of rounding time entries or paying according
16 to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work
17 policies and/or practices.

18 32. For example, at times, DEFENDANTS required, suffered and/or permitted
19 Aggrieved Employees to complete off-the-clock work tasks prior to clocking in for the start of their
20 shifts, after clocking out for the end of their shifts and/or during unpaid meal periods, resulting in
21 DEFENDANTS' failure to compensate Aggrieved Employees for all hours worked and the
22 underpayment of wages owed to those Aggrieved Employees.

23 33. For example, PLAINTIFF was sometimes required to complete work tasks during
24 unpaid meal periods due to the need to complete assigned job duties, resulting in DEFENDANTS'
25 failure to compensate PLAINTIFF for all hours worked and the underpayment of minimum wages
26 and overtime wages owed to PLAINTIFF.

27 34. Based on information and belief, other Aggrieved Employees were also required to
28 complete work tasks during unpaid meal periods, prior to clocking in for the start of their shifts

1 and/or after clocking out for the end of their shifts, resulting in off-the-clock work and the
2 underpayment of wages owed.

3 35. Based on information and belief, at times, DEFENDANTS required PLAINTIFF and
4 other Aggrieved Employees to complete off-the-clock work outside of scheduled shifts due to,
5 including but not limited to, work-related phone calls and/or messages they received to their
6 personal phones and were required to respond to, including but not limited to, communications from
7 supervisors regarding scheduling and/or other work tasks, resulting in DEFENDANTS' failure to
8 compensate PLAINTIFF and other Aggrieved Employees for all hours worked and the
9 underpayment of wages owed.

10 36. Based on further information and belief, DEFENDANTS implemented a time-
11 rounding system that as applied systematically deprived PLAINTIFF and other Aggrieved
12 Employees of compensable time because the time-rounding system implemented by
13 DEFENDANTS would almost always, if not always, result in understating actual compensable work
14 time.

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

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

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

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

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

9 42. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
10 worked shifts of more than five (5) hours, entitling them to at least one meal period. However,
11 PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty (30) minute
12 first and second meal periods. Based on information and belief, Aggrieved Employees were
13 consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being
14 forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal
15 periods due to understaffing, the nature and constraints of their job duties and/or commentary from
16 supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

17 43. Based on information and belief, other Aggrieved Employees were consistently
18 suffered and permitted to take meal periods on or after the fifth hour of work and/or had their meal
19 periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due
20 to commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or
21 the need to meet DEFENDANTS' goals and expectations.

22 44. For example, PLAINTIFF was sometimes required to take PLAINTIFF's meal
23 period late (i.e. on or after the fifth hour of work) due to the need to continue completing assigned
24 job duties, such as, but not limited to, the unloading of trucks.

25 45. At times, PLAINTIFF was required to cut his meal periods short due to the need to
26 complete assigned job duties.

27 46. DEFENDANTS did not pay PLAINTIFF a meal period premium for each late,
28 interrupted, short, and/or otherwise legally noncompliant meal period.

1 47. Also, based on information and belief, at times, DEFENDANTS required Aggrieved
2 Employees to complete off-the-clock work prior to their scheduled shift time which DEFENDANTS
3 failed to take into account when scheduling meal periods for Aggrieved Employees. Based on
4 information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock
5 work.

6 48. Also, based on information and belief, DEFENDANTS required Aggrieved
7 Employees to complete off-the-clock work prior to their scheduled shift time which DEFENDANTS
8 failed to take into account when scheduling meal periods for Aggrieved Employees. Based on
9 information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock
10 work.

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

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

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

24 52. Moreover, per DEFENDANTS' uniform policy and practice, Aggrieved Employees
25 who worked shifts of more than ten hours did not receive a second legally compliant thirty (30)
26 minute second meal period.

27 53. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
28 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further

1 information and belief, DEFENDANTS did not have a compliant written meal period policy, nor
2 did DEFENDANTS have any sort of compliant policy in practice.

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

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

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

20 57. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
21 PLAINTIFF and other Aggrieved Employees with legally compliant rest periods at a rate of every
22 four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the
23 middle of the work period, as required by law.

24 58. PLAINTIFF and other Aggrieved Employees were not adequately informed,
25 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California
26 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to
27 the taking of duty-free rest periods.

28 59. Based on information and belief, Aggrieved Employees' rest periods were

1 interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and
2 constraints of their job duties, and/or due to commentary from supervisors/ managers pressuring
3 Aggrieved Employees to skip rest breaks completely or otherwise take non-compliant rest periods.

4 60. For example, PLAINTIFF was often required to work during his rest periods due to
5 the need to complete assigned job duties.

6 61. Based on information and belief, DEFENDANTS did not have a have a compliant
7 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
8 practice.

9 62. Also, based on information and belief, DEFENDANTS had no policy and/or practice
10 as to the proper timing and/or duty-free nature of rest periods.

11 63. Based on information and belief, Aggrieved Employees' rest periods were
12 interrupted, cut short, on duty, restricted to work premises and/or late due to understaffing, the nature
13 and constraints of their job duties, and/or due to commentary from supervisors/managers pressuring
14 them to skip rest periods completely or otherwise take non-compliant rest periods.

15 64. Moreover, based on information and belief, DEFENDANTS failed to provide any
16 form of a third rest period on shifts lasting longer than ten hours.

17 65. Based on information and belief, DEFENDANTS implemented policies and/or
18 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
19 DEFENDANTS' control during rest periods.

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

23 67. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
24 which PLAINTIFF and Aggrieved Employees experienced a missed/unlawful rest period in
25 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
26 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
27 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
28 shift differential pay, and/or other non-discretionary compensation into the regular rate of

1 compensation for purposes of calculating the owed rest period premium.

2 **68. Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
3 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
4 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
5 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
6 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
7 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
8 applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate by the employee.

10 **69.** DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees
11 that also failed to indicate the earned gross and net wages earned during the pay period, the correct
12 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and
13 Aggrieved Employees (by virtue of rounded time entries, automatic deduction for meal
14 periods/failure to relieve Aggrieved Employees of all duties and employer control during unpaid
15 meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or
16 other off-the-clock work policies and practices) which results in a violation of Labor Code section
17 226(a).

18 **70.** Based on information and belief, wage statements issued by DEFENDANTS failed
19 to list the inclusive dates and/or correct inclusive dates of the pay period for which the Class Member
20 is being paid, in violation of Labor Code section 226(a)(2) and/or Labor Code section (a)(6). For
21 example, based on information and belief, at times, DEFENDANTS issued wage statements to
22 Aggrieved Employees containing payment for hours worked during previous pay periods, yet
23 DEFENDANTS' wage statements do not include the inclusive dates of the accurate pay period for
24 pay, further failing to list the total hours worked for the pay period, including but not limited to, the
25 total hours worked for the pay period the pay corresponds with.

26 **71.** Based on information and belief, wage statements issued by DEFENDANTS failed
27 to list all applicable hourly rates in effect during the pay period and the corresponding number of
28 hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9) due

1 to DEFENDANTS' failure to list an overtime rate category at all and/or failure to list a category
2 containing the proper overtime rate.

3 72. For example, DEFENDANTS' wage statements issued to PLAINTIFF for including
4 but not limited to pay period 10/12/2024-10/18/2024, do not provide an accurate overtime rate
5 because instead of multiplying the regular rate of pay by one and one-half, the wage statements
6 either fail to provide an accurate overtime rate of pay that incorporates all non-discretionary
7 remuneration and/or the wage statements provide at least two (2) separate overtime rate categories
8 with each/all providing corresponding rates that are either the same as the base and/or list a rate that
9 is half the base rate of pay and/or otherwise fail to list the accurate overtime rate of pay. As such,
10 DEFENDANTS do not list an accurate overtime rate anywhere on wage statements issued to
11 Aggrieved Employees, in violation of California law, including but not limited to, Labor Code
12 section 226(a)(9).

13 73. As described herein, based on information and belief, DEFENDANTS also failed to
14 incorporate all forms of non-discretionary compensation earned during the pay period into the
15 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
16 of overtime worked by PLAINTIFF and other Aggrieved Employees.

17 74. Moreover, based on information and belief, DEFENDANTS issued wage statements
18 to PLAINTIFF and Aggrieved Employees that further violate Labor Code section 226(a), by among
19 other things, failing to list the correct name and/or address of the legal entity that is the employer.

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

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

28 77. Upon separation of employment, Aggrieved Employees' final paychecks were not

1 timely provided, were not timely provided with all owed vacation pay and/or paid time off and/or
2 did not include all wages owed as they were devoid of, including but not limited to, all owed
3 minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid
4 time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid
5 time off paid at the final rate including non-discretionary compensation, including but not limited
6 to, shift differentials).

7 78. Based on information and belief, at times, Aggrieved Employees experienced breaks
8 in employment caused by DEFENDANTS whereby Aggrieved Employees would not be called in
9 for work for longer than a single pay period due to including but not limited to DEFENDANTS'
10 lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet,
11 DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in
12 violation of including but not limited to Labor Code section 201-202.

13 79. These violations subject DEFENDANTS to civil penalties under Labor Code section
14 203, 210, and/or 256.

15 80. **Failure to Pay Vested Vacation/Paid Time Off:** Based on information and belief,
16 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
17 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
18 failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation
19 pay/paid time off paid at the final rate including non-discretionary compensation, including but not
20 limited to, shift differentials) to Aggrieved Employees upon separation of employment, in violation
21 of California law, including but not limited to, Labor Code section 227.3.

22 81. For example, DEFENDANTS paid PLAINTIFF vacation pay at PLAINTIFF's base
23 rate of pay rather than PLAINTIFF's regular rate of pay by failing to incorporate all non-
24 discretionary compensation, including shift differential pay into the vacation pay rate calculation,
25 thereby failing to pay all vested, accrued vacation pay/paid time off at the final rate, including non-
26 discretionary compensation, including shift differential pay.

27 82. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
28 to provide proper paid sick leave to PLAINTIFF. DEFENDANTS improperly calculated the sick

1 leave accrual and the sick leave rate of pay owed to PLAINTIFF by including but not limited to,
2 failing to base the accrued sick leave hours on the correct number of hours worked (as a result of
3 off-the-clock work) and by failing to incorporate shift differential pay and/or other non-discretionary
4 compensation into the sick leave pay rate calculation.

5 83. For example, DEFENDANTS improperly calculated the sick leave pay owed to
6 PLAINTIFF by paying sick leave at a rate that was the same as PLAINTIFF's base hourly rate even
7 though PLAINTIFF earned shift differential/other non-discretionary compensation during those
8 same pay periods. By failing to factor all shift differential pay/other non-discretionary
9 compensation into the regular rate of pay for purposes of calculating the owed sick leave pay,
10 DEFENDANTS improperly calculated the sick leave rate of pay owed to PLAINTIFF, resulting in
11 DEFENDANTS' failure to provide paid sick leave at the correct rate.

12 84. DEFENDANTS also failed to base the accrued sick leave hours on the correct
13 number of hours worked due to DEFENDANTS' off-the-clock work policies and practices
14 described herein.

15 85. Based on information and belief, DEFENDANTS failed to provide notice of the
16 correct sick leave amount balance available to PLAINTIFF on PLAINTIFF's wage statements or
17 other written statement. Moreover, based on information and belief, DEFENDANTS failed to
18 maintain accurate records of used sick leave and the balance of paid sick leave.

19 86. Based on information and belief, throughout the relevant time period,
20 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFF, thus
21 affecting PLAINTIFF's intelligent exercise of PLAINTIFF's paid sick leave.

22 87. Upon information and belief, DEFENDANTS failed and continue to fail to comply
23 with Labor Code section 246, by failing to provide PLAINTIFF with a Labor Code section 226
24 wage statement, or separate writing containing the amount of paid sick leave available, or paid time
25 off leave an employer provides in lieu of sick leave, at the time it pays wages.

26 88. As such, DEFENDANTS have violated California's paid sick leave laws and
27 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as
28 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These

1 unlawful practices and policies violate Labor Code sections 245-247.5.

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

8 90. Based on information and belief, DEFENDANTS shifted the costs of doing business
9 onto Aggrieved Employees by requiring them to pay for business expenses, including but not limited
10 to, uniforms/work clothing/work shoes/personal protective/safety gear/hand tools/equipment, the
11 use of Aggrieved Employees' personal vehicles and/or personal cell phones/mobile devices, internet
12 and/or data usage for work-related purposes.

13 91. For example, based on information and belief, at times, Aggrieved Employees were
14 required to receive and respond to work-related calls and/or messages from including but not limited
15 to supervisors and/or other Aggrieved Employees regarding scheduling and/or other work tasks,
16 were required to download and use work-related applications on their personal cell phones/mobile
17 devices and/or otherwise use their personal cell phones/personal devices to carry out their assigned
18 job duties but were not reimbursed by DEFENDANTS at all and/or in full for these business
19 expenses.

20 92. For example, at times, DEFENDANTS required PLAINTIFF to use his personal cell
21 phone / personal device to carry out PLAINTIFF's assigned job duties, including but not limited to,
22 responding to work-related calls and/or messages, however, DEFENDANTS did not provide
23 PLAINTIFF with any and/or full reimbursement for these business expenses, including but not
24 limited to, increased data plan charges.

25 93. As explained herein, based on information and belief, Aggrieved Employees were
26 not reimbursed for the cost of using their personal cell phones/devices and/or the cost of purchasing
27 and/or maintaining their own hand tools equipment, work uniforms/clothing/shoes and/or protective
28 gear (e.g., gloves and/or face masks).

1 94. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
2 engaged in these same herein described unlawful practices, which led to violations of the California
3 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
4 unlawful practices to all of its employees that it applied to PLAINTIFF.

5 **FIRST CAUSE OF ACTION**
6 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
7 **2698, ET SEQ.**

8 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
9 **Defendants)**

10 95. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

11 **Meal Period Violations**

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

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

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

28 99. Employers must pay employees an additional hour of wages at the employees’
regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
meal period, first meal period provided after five (5) hours, second meal period provided after 10

1 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
2 provide an employee a meal period in accordance with the applicable provision of this Order, the
3 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
4 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

5 100. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
6 unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take
7 late meal periods, interrupted meal periods, and/or work through part or all of their meal periods
8 due to understaffing, the nature and constraints of their job duties, and/or commentary from
9 supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

10 101. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
11 actual and/or constructive knowledge that its unlawful policies and practices resulted in the denial
12 of compliant meal periods in violation of California's meal period laws.

13 102. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
14 periods in violation of California law and/or failed to pay the proper meal period premium for failure
15 to incorporate all non-discretionary remuneration including but not limited to, commissions,
16 multiple base rates of pay, bonuses, shift differential pay and/or other non-discretionary
17 compensation into the regular rate or compensation for purposes of calculating the owed meal period
18 premium.

19 103. These unlawful meal period policies and practices result in violations of Labor Code
20 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
21 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
22 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
23 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

24 **Rest Period Violations**

25 104. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
26 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
27 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
28 “insofar as practicable.” In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012),

1 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
2 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
3 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
4 1029). The rest period requirement obligates employers to permit and authorize employees to take
5 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
6 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
7 257. If the employer fails to provide any required rest period, the employer must pay the employee
8 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
9 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
10 applicable IWC Wage Order, §12(B).

11 105. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
12 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
13 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
14 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
15 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
16 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
17 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
18 the rest area). *Id.*; see also, *Bufil v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
19 “onus is on the employer to clearly communicate the authorization and permission [to take rest
20 periods] to its employees.”).

21 106. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
22 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
23 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
24 to DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
25 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
26 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

27 107. Based on information and belief, DEFENDANTS implemented policies and/or
28 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and

1 employer control during rest periods. Based on further information and belief, Aggrieved
2 Employees were pressured to complete their work duties according to a designated schedule such
3 that rest periods were only taken once tasks were completed, and/or as time permitted.

4 108. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
5 first meal periods as required by California law.

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

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

15 **Minimum and Overtime Wage Violations**

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

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

1 113. As explained above, DEFENDANTS violated California's minimum and overtime
2 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
3 by virtue of, among other things, DEFENDANTS' off-the-clock work policies and practices
4 described above which resulted in unpaid minimum and overtime wages.

5 114. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
6 Aggrieved Employees for all hours worked.

7 115. Moreover, based on information and belief, DEFENDANTS failed to pay
8 PLAINTIFF and other Aggrieved Employees split shift premium wages when they worked split
9 shifts during the relevant period.

10 116. Based on information and belief, DEFENDANTS had actual or constructive
11 knowledge that off-the-clock work policies and practices resulted in the underpayment of minimum
12 and overtime wages owed to PLAINTIFF and other Aggrieved Employees.

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

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

23 119. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
24 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
25 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
26 Wage Orders, section 20.

27 **Sick Leave Violations**

28 120. DEFENDANTS violated California's paid sick leave laws including, Labor Code

1 section 245-247.5. DEFENDANTS failed to properly accrue paid sick leave due to DEFENDANTS'
2 failure to account for actual hours worked (as explained above), and/or failure to incorporate shift
3 differential pay and/or all forms of non-discretionary remuneration into the sick leave pay rate
4 calculation.

5 121. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
6 documenting the hours worked and paid sick days accrued and used by PLAINTIFF, permitting the
7 presumption that PLAINTIFF was entitled to the maximum number of hours accruable.

8 122. Upon information and belief, DEFENDANTS failed and continue to fail to comply
9 with Labor Code section 246, by failing to provide Aggrieved Employees with a Labor Code section
10 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid
11 time off leave an employer provides in lieu of sick leave, at the time it pays wages.

12 123. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

13 124. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
14 aforementioned Code provisions, and seeks injunctive relief, attorney's fees, declaratory relief, and
15 penalties as permitted by law.

16 **Business Expense Violations**

17 125. California law requires employers to indemnify their employees for all necessary
18 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
19 their obedience to the directions of the employer. See Cal. Lab. Code s. 2802 and all applicable
20 Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary
21 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees
22 incurred by the employee enforcing the rights granted by this section."

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

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

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

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

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

14 131. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
15 full reimbursement for all reasonable expenses associated with carrying out their duties required
16 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
17 expenses in violation of Labor Code section 2802.

18 132. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Aggrieved
19 Employees have suffered injury in that they were not completely reimbursed as mandated by
20 California law.

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

25 **Wage Statement Violations**

26 134. California law requires every employer semi-monthly or at the time of each payment
27 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
28 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of

1 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
2 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
3 is paid; (7) the name of the employee and only the last four digits of his or her social security number
4 or an employee identification number other than a social security number; (8) the name and address
5 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
6 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

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

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

24 137. As explained above, wage statements issued by DEFENDANTS failed to list the
25 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of off-the-clock work
26 policies and practices described above), which results in a violation of Labor Code section 226(a).
27 Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor
28 Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

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

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

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

11 141. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and
12 Aggrieved Employees with accurate, itemized wage statements.

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

22 143. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
23 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
24 during which the statute provisions were violated. ²

25 **Failure to Pay Vested Vacation/Paid Time Off**

26 144. California Labor Code section 227.3 provides that when an employer policy provides
27 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,

28 ² Labor Code § 226.3 (establishing that the civil penalty is "per employee per violation").

1 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the
2 employee's final rate in accordance with such contract of employment or employer policy respecting
3 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time
4 off upon termination.

5 145. Based on information and belief, DEFENDANTS had and continue to have a
6 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
7 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
8 (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-
9 discretionary compensation, including but not limited to, shift differentials) to Aggrieved
10 Employees upon separation of employment, in violation of California law, including but not limited
11 to, Labor Code section 227.3.

12 **Untimely Payment of Final Wages**

13 146. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
14 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
15 payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an
16 employee not having a written contract for a definite period quits his or her employment, his or her
17 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
18 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
19 to his or her wages at the time of quitting."

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

26 148. Based on information and belief, upon separation of employment, Aggrieved
27 Employees' final paychecks were not timely provided and/or did not include all wages owed, in
28 violation of Labor Code section 201-202. Based on information and belief, Aggrieved Employees'

1 final paychecks did not include all wages owed as they are devoid of, including but not limited to,
2 all owed minimum wages, overtime wages, premium wages, including but not limited to, split shift
3 premium wages, and reporting time pay wages.

4 149. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
5 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
6 256.

7 150. Under the provisions of PAGA and the above mentioned Labor Code sections,
8 including but not limited to Labor Code sections 201-203, 210, 226, 226.7, 227.3, 256, 245-247.5,
9 510, 512, 558, 558.1, 1194, 1197, 1197.1, 2699, 2699.3, 2802, and all applicable Wage Orders as
10 well as all interpretations of these laws by California Courts and administrative bodies, as well as
11 any other law that is enforceable through PAGA, DEFENDANTS are liable for the following
12 penalties:

13 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
14 relevant California Labor Code provisions listed herein only if permitted by the PAGA statute,
15 pursuant to Labor Code section 2699(a); and

16 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
17 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided
18 by Labor Code section 2699(f).

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

21 **PRAYER FOR RELIEF**

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

- 24 1. For civil penalties under Labor Code Section 2699;
- 25 2. For an order temporarily, preliminarily and permanently enjoining and
26 restraining DEFENDANTS from engaging in similar unlawful conduct as set
27 forth herein;

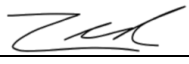
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- 3. For reasonable attorney’s fees and costs of suit; and
- 4. For such other and further relief that the Court deems just and proper.

Dated: May 16, 2025

CROSNER LEGAL, PC

By: 
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Zachary M. Crosner, Esq.
Attorneys for Plaintiff
PEDRO TORRES