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

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF ALAMEDA**

11 ELIAN SOBERANIS, on behalf of the State
of California and all Aggrieved Employees,

12 Plaintiff,

13
14 v.

15 WEB TO DOOR CORP., a Nevada
16 Corporation; and DOES 1-100, inclusive,

17 Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

04/30/2025 at 04:04:43 PM

By: Milagros Cortez,
Deputy Clerk

Case No.: **25CV121257**

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

1 Plaintiff, ELIAN SOBERANIS, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants WEB TO
3 DOOR CORP., a Nevada Corporation; and DOES 1-100, inclusive. PLAINTIFF is informed and
4 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 Alameda pursuant to
14 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
15 this judicial district, DEFENDANTS assigned PLAINTIFF to work in this judicial district,
16 DEFENDANTS maintain its principal place of business within this judicial district, and conduct
17 alleged by PLAINTIFF herein occurred in this judicial district. *See also Crestwood Behavioral*
18 *Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in
19 any county where the defendants committed Labor Code violations against some of its employees).
20 Venue is also proper pursuant to section 393 of the California Code of Civil Procedure because the
21 cause, or some part of the cause, arose in the County of Alameda.

22 **THE PARTIES**

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

25 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title
26 of delivery driver or a similar title/job position from in or around 2022 through in or around January
27 2025. DEFENDANTS assigned PLAINTIFF to work at DEFENDANTS’ hub(s) and/or facilities
28 located in Fremont, California.

6. Defendant, WEB TO DOOR CORP., is a Nevada corporation that at all relevant times was authorized to do business in California and is doing business in California.

7. DEFENDANTS own, operate, manage and/or staff its employees to work at the hubs, yards, facilities and/or other locations in California, including but not limited to, in Fremont, California. DEFENDANTS provide delivery services. DEFENDANTS, through its various locations, serve including but not limited to, the logistics and/or transportation industry.¹

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

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

JOINT LIABILITY

10. Under California law, the definition of the terms “to employ” are broadly construed under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3) to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49

¹ See <https://webtdoor.com//>. Last visited on April 30, 2025.

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

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

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

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

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

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

27 15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
28 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS

1 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
2 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
3 PLAINTIFF seeks relief in this Complaint.

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

7 **PAGA ALLEGATIONS**

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

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

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

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

25 19. PLAINTIFF, on February 7, 2025, through counsel, gave written notice by online
26 filing with the California Labor and Workforce Development Agency ("LWDA") informing it that
27 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged
28 in this Complaint ("PAGA Notice"). The PAGA Notice was also sent to DEFENDANTS via

1 29. **Unpaid Minimum and Overtime Wages.** Based on information and belief,
2 DEFENDANTS failed to compensate PLAINTIFF and other Aggrieved Employees for all hours
3 worked, resulting in the underpayment of minimum and overtime wages.

4 30. Based on information and belief, Aggrieved Employees were not paid for all hours
5 worked due to DEFENDANTS' mandated off-the clock work policies and/or practices.

6 31. For example, at times, DEFENDANTS required PLAINTIFF to complete work tasks
7 during unpaid meal periods, which resulted in DEFENDANTS' failure to compensate PLAINTIFF
8 for all hours worked and the underpayment of minimum and overtime wages.

9 32. For instance, DEFENDANTS required PLAINTIFF to respond to work-related
10 calls/messages while clocked out for purported meal periods, resulting in off-the-clock work and
11 the underpayment of minimum and overtime wages.

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

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

20 35. Based on information and belief, DEFENDANTS had actual and/or constructive
21 knowledge that its off-the-clock work resulted in the underpayment of minimum wages and
22 overtime wages owed to Aggrieved Employees, in violation of California's minimum and overtime
23 wage laws.

24 36. Based on information and belief, DEFENDANTS failed to incorporate all non-
25 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
26 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used
27 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime
28 wages owed to PLAINTIFF and other Aggrieved Employees.

1 37. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
2 worked shifts of more than five (5) hours, entitling them to at least one meal period. However,
3 PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty (30) minute
4 meal periods.

5 38. Based on information and belief, Aggrieved Employees were at times unable to take
6 timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal
7 periods, interrupted meal periods, and/or work through part or all their meal periods due to
8 understaffing, the nature and constraints of their job duties and/or commentary from supervisors
9 pressuring them to take non-compliant meal periods or skip meal periods completely.

10 39. For example, at times, PLAINTIFF was forced to take interrupted/shortened meal
11 periods due to the need to complete assigned job duties, including, responding to work-related calls
12 and/or messages, resulting in denied meal periods as well as off-the-clock work and the
13 underpayment of wages owed to PLAINTIFF.

14 40. DEFENDANTS implemented policies and/or practices that failed to relieve
15 Aggrieved Employees of all duties and DEFENDANTS' control during unpaid meal periods.

16 41. For example, at times, DEFENDANTS required PLAINTIFF to respond to work-
17 related communications during unpaid meal periods. As such, DEFENDANTS failed to relieve
18 PLAINTIFF of all duties and DEFENDANTS' control during unpaid meal periods, resulting in
19 denied meal periods, off-the-clock work, and the underpayment of wages owed.

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

24 43. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
25 additional hour of wages at their respective regular rates of compensation for each workday a lawful
26 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
27 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
28 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,

bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

44. For example, to the extent DEFENDANTS paid any meal period premiums, DEFENDANTS failed to pay legally compliant meal period premiums. By way of illustration, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on 11/24/24 and ending on 12/13/24 lists a meal period premium ("California Lunch") paid at a rate of \$23.00, which is *lower* than PLAINTIFF's base hourly rate of \$24.50 as identified on the wage statement. As such, DEFENDANTS improperly calculated meal period premiums owed to PLAINTIFF, thereby failing to pay legally compliant meal period premiums, to the extent meal period premiums were paid.

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

46. For example, based on information and belief, at times, PLAINTIFF and other Aggrieved Employees were unable to take compliant rest periods due to their need to complete assigned job duties, including, responding to work-related calls and/or messages, resulting in denied rest periods.

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

48. **Reporting Time Pay Violations:** Section 5 of all applicable IWC Wage Orders, provides as follows:

49. (A) Each workday an employee is required to report for work and does report, but is

1 not put to work or is furnished less than half said employee's usual or scheduled day's work, the
2 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
3 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
4 than the minimum wage. (B) If an employee is required to report for work a second time in any one
5 workday and is furnished less than two (2) hours of work on the second reporting

6 50. Aggrieved Employees were not paid reporting time wages in accordance with
7 California law, including but not limited to, the applicable IWC Wage Order.

8 51. For example, at times, Aggrieved Employees reported to work for a scheduled shift
9 but were sent home and were not paid all owed reporting time pay wages in accordance with
10 California law. Specifically, PLAINTIFF experienced this on multiple occasions during
11 PLAINTIFF's employment without receiving all owed reporting time pay wages.

12 52. Based on information and belief, DEFENDANTS have a policy and practice of
13 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
14 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
15 pay all reporting time wages to Aggrieved Employees violated and continue to violate the applicable
16 Wage Order, section 5(A)-(B) and the California Labor Code, including but not limited to section
17 1198.

18 53. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
19 to provide proper paid sick leave to PLAINTIFF. DEFENDANTS either failed to provide paid sick
20 leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to
21 PLAINTIFF by including but not limited to, failing to base the accrued sick leave hours on the
22 correct number of hours worked (as a result of the off-the-clock work) and by failing to incorporate
23 multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-
24 discretionary bonuses, shift differential pay, and/or other non-discretionary compensation into the
25 sick leave pay rate calculation.

26 54. For example, besides failing to base the accrued sick leave hours on the correct
27 number of hours worked due to DEFENDANTS' off-the-clock work policies and practices
28 described herein, DEFENDANTS improperly calculated the sick leave pay owed to PLAINTIFF by

1 paying sick leave at a rate lower than PLAINTIFF's base hourly rate. For example,
2 DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on 11/24/24 and ending
3 on 12/13/24 lists a sick time rate ("Sick Weighted Rate") of \$23.00, which is *lower* than
4 PLAINTIFF's base hourly rate of \$24.50. As such, DEFENDANTS improperly calculated the sick
5 leave rate of pay owed to PLAINTIFF, resulting in DEFENDANTS' failure to provide paid sick
6 leave at the correct rate(s).

7 55. Based on information and belief, DEFENDANTS failed to provide notice of the
8 correct sick leave amount balance available to PLAINTIFF on PLAINTIFF's wage statements or
9 other written statement. Moreover, based on information and belief, DEFENDANTS failed to
10 maintain accurate records of used sick leave and the balance of paid sick leave.

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

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

18 58. As such, DEFENDANTS have violated California's paid sick leave laws and
19 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as
20 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These
21 unlawful practices and policies violate Labor Code sections 245-247.5.

22 59. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
23 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
24 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
25 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
26 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
27 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
28 applicable hourly rates in effect during the pay period and the corresponding number of hours

1 worked at each hourly rate by the employee.

2 60. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees
3 that also failed to indicate the earned gross and net wages earned during the pay period, the correct
4 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and
5 Aggrieved Employees (by virtue of off-the-clock work policies and practices) which results in a
6 violation of Labor Code section 226(a).

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

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

14 63. **Failure to Timely Pay All Wages Upon Separation of Employment.**
15 DEFENDANTS failed to timely pay Aggrieved Employees all wages that were due and owing upon
16 termination or resignation. Based on information and belief, DEFENDANTS untimely provide final
17 wages to Aggrieved Employees without regard to the timing requirements of Labor Code sections
18 201-202.

19 64. Upon separation of employment, Aggrieved Employees final paychecks were not
20 timely provided and/or did not include all wages owed as they were devoid of, including but not
21 limited to, all owed minimum wages, overtime wages, premium wages, including but not limited to,
22 and reporting time pay wages.

23 65. For example, DEFENDANTS failed to furnish PLAINTIFF with any final paycheck
24 for at least approximately two (2) days following PLAINTIFF's termination date, and PLAINTIFF's
25 late final paycheck was devoid of all wages owed, including but not limited to, all owed minimum
26 wages, overtime wages, premium wages, and/or paid time off wages at the properly accrued rates
27 (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-
28 discretionary compensation, including but not limited to, shift differentials).

1 66. These violations subject DEFENDANTS to civil penalties under Labor Code section
2 203, 210, and/or 256.

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

8 68. DEFENDANTS shifted the costs of doing business onto PLAINTIFF and other
9 Aggrieved Employees requiring them to pay for business expenses, including, the use of Aggrieved
10 Employees' personal cell phones/mobile devices for work-related purposes, including, to receive
11 and respond to work-related messages and/or phone calls, to download and regularly use a work-
12 related employee timekeeping application and for GPS services/navigational purposes for carrying
13 out deliveries for DEFENDANTS.

14 69. For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
15 cell phone/device to carry out PLAINTIFF's assigned job duties, including but not limited to,
16 sending/receiving work-related calls and/or messages.

17 70. For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
18 device to remain in contact with dispatch throughout the duration of PLAINTIFF's shifts.

19 71. DEFENDANTS also required PLAINTIFF to use PLAINTIFF's personal cell
20 phone/device for GPS services for navigational purposes during PLAINTIFF's routes as well as to
21 download and use work-related application(s), including, an employee timekeeping application, to
22 clock in and out for PLAINTIFF's shifts each workday.

23 72. DEFENDANTS failed to provide PLAINTIFF with full reimbursement for the
24 business expenses PLAINTIFF incurred in connection with DEFENDANTS' requirement
25 PLAINTIFF use PLAINTIFF's cell phone/personal device to carry out PLAINTIFF's assigned job
26 duties.

27 73. DEFENDANTS regularly failed to reimburse and indemnify Aggrieved Employees
28 for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFF and Aggrieved

1 Employees were entitled to be reimbursed for all reasonable expenses associated with carrying out
2 DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

3 74. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
4 for all reasonable expenses associated with carrying out their duties required that Aggrieved
5 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
6 2802.

7 75. **Unlawful Deductions.** Labor Code section 221 prohibits an employer from
8 "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
9 to said employee." Based on information and belief DEFENDANTS made unlawful deductions
10 from Aggrieved Employees paychecks during the relevant period including without limitation,
11 deducting business costs.

12 76. For example, DEFENDANTS regularly made unlawful deductions from
13 PLAINTIFF's earned wages for business expenses, including, for cell phone expenses each pay
14 period, in violation of including but not limited to, Labor Code Section 221.

15 77. For example, DEFENDANTS' wage statement for PLAINTIFF for pay period
16 beginning on 11/24/24 and ending on 12/13/24 shows DEFENDANTS made unlawful deductions
17 from PLAINTIFF's earned wages for cell phone expenses (itemized under "Deductions" as "Cell
18 Phone Reimbursement") in the amount of \$4.62 for that specific pay period, with a year-to-date total
19 amount deducted of \$115.50.

20 78. Such a practice is in violation of including but not limited to, Labor Code Sections
21 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

22 79. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
23 engaged in these same herein described unlawful practices, which led to violations of the California
24 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
25 unlawful practices to all of its employees that it applied to PLAINTIFF.

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

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

80. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

Meal Period Violations

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

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

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

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

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

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

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

14 88. For example, to the extent DEFENDANTS paid any meal period premiums,
15 DEFENDANTS failed to pay legally compliant meal period premiums. By way of illustration,
16 DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on 11/24/24 and ending
17 on 12/13/24 lists a meal period premium ("California Lunch") paid at a rate of \$23.00, which is
18 *lower* than PLAINTIFF's base hourly rate of \$24.50 as identified on the wage statement. As such,
19 DEFENDANTS improperly calculated meal period premiums owed to PLAINTIFF, thereby failing
20 to pay legally compliant meal period premiums, to the extent meal period premiums were paid.

21 89. These unlawful meal period policies and practices result in violations of Labor Code
22 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
23 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
24 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
25 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

26 **Rest Period Violations**

27 90. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
28 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours

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

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

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

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

6 94. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
7 first meal periods as required by California law.

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

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

17 **Minimum and Overtime Wage Violations**

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

25 98. California law also provides that employees in California must be paid overtime,
26 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
27 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
28 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond

1 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
2 consecutive day of work in a work week. *Ibid.*

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

7 100. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
8 Aggrieved Employees for all hours worked.

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

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

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

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

26 **Reporting Time Pay Violations:**

27 105. Section 5 of all applicable IWC Wage Orders, provides as follows:

28 106. (A) Each workday an employee is required to report for work and does report, but is
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1 not put to work or is furnished less than half said employee's usual or scheduled day's work, the
2 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
3 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
4 than the minimum wage. (B) If an employee is required to report for work a second time in any one
5 workday and is furnished less than two (2) hours of work on the second reporting

6 107. Aggrieved Employees were not paid reporting time wages in accordance with
7 California law, including but not limited to the applicable IWC Wage Order. As explained herein,
8 at times, Aggrieved Employees reported to work for a scheduled shift but were sent home and were
9 not paid all owed reporting time pay wages in accordance with California law. Based on information
10 and belief, DEFENDANTS have a policy and practice of failing to pay all reporting time wages to
11 Aggrieved Employees, in violation of California law, including but not limited to, the applicable
12 IWC Wage Order, Section 5. DEFENDANTS' failure to pay all reporting time wages to Aggrieved
13 Employees violated and continue to violate the applicable Wage Order, section 5(A)-(B) and the
14 California Labor Code, including but not limited to section 1198.

15 **Business Expense Violations**

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

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

28 110. Further, "any contract or agreement, express or implied, made by any employee to

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

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

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

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

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

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

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

24 **Unlawful Deductions**

25 117. Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from
26 an employee any part of wages theretofore paid by said employer to said employee.” Based on
27 information and belief DEFENDANTS made unlawful deductions from Aggrieved Employees
28 paychecks during the relevant period including without limitation, deducting business costs.

1 118. For example, DEFENDANTS regularly made unlawful deductions from
2 PLAINTIFF's earned wages for business expenses, including, for cell phone expenses each pay
3 period, in violation of including but not limited to, Labor Code Section 221.

4 119. For example, DEFENDANTS' wage statement for PLAINTIFF for pay period
5 beginning on 11/24/24 and ending on 12/13/24 shows DEFENDANTS made unlawful deductions
6 from PLAINTIFF's earned wages for cell phone expenses (itemized under "Deductions" as "Cell
7 Phone Reimbursement") in the amount of \$4.62 for that specific pay period, with a year-to-date total
8 amount deducted of \$115.50.

9 120. Such a practice is in violation of including but not limited to, Labor Code Sections
10 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

11 121. Each violation results in a separate civil penalty, for each Aggrieved Employee, for
12 each pay period during which the statute provisions were violated. See Lab. Code §225.5
13 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
14 provided in this article, every person who unlawfully withholds wages due any employee in
15 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
16 to pay each employee").

17 **Sick Leave Violations**

18 122. DEFENDANTS violated California's paid sick leave laws including, Labor Code
19 section 245-247.5. DEFENDANTS either failed to provide sick leave pay to PLAINTIFF and other
20 Aggrieved Employees or failed to properly accrue paid sick leave due to DEFENDANTS' failure
21 to account for actual hours worked (as explained above), and/or failure to incorporate multiple rates
22 of pay and/or all forms of non-discretionary remuneration including but not limited to, non-
23 discretionary bonuses, shift differential pay, and/or other non-discretionary compensation into the
24 sick leave pay rate calculation.

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

28 124. Upon information and belief, DEFENDANTS failed and continue to fail to comply

1 with Labor Code section 246, by failing to provide Aggrieved Employees with a Labor Code section
2 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid
3 time off leave an employer provides in lieu of sick leave, at the time it pays wages.

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

5 126. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
6 aforementioned Code provisions, and seeks injunctive relief, attorney's fees, declaratory relief, and
7 penalties as permitted by law.

8 **Wage Statement Violations**

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

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

26 129. Moreover, due to violations detailed above, including but not limited to,
27 DEFENDANTS' failure to pay regular and overtime wages for all hours worked and failure to
28 provide meal and rest break premiums, DEFENDANTS have violated California Labor Code § 226

1 by willfully failing to furnish PLAINTIFF and other Aggrieved Employees with accurate, itemized
2 wage statements that listed the gross and net wages earned and the correct applicable rates of pay
3 for all hours worked. Based on information and belief, DEFENDANTS failed to incorporate all
4 forms of non-discretionary compensation earned during the pay period into the regular rate of pay
5 for purposes of calculating the owed overtime rate, and as such, failed to display the proper overtime
6 rate(s) for each hour of overtime worked by PLAINTIFF and other Aggrieved Employees.

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

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

16 132. DEFENDANTS’ failure to accurately list all hours worked on all wage statements
17 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
18 Employees over whether they received all wages owed to them.

19 133. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
20 they could not easily determine whether they received all wages owed to them and whether they
21 were paid for all hours worked.

22 134. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and
23 Aggrieved Employees with accurate, itemized wage statements.

24 135. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and Aggrieved
25 Employees have suffered injury. The absence of accurate information on their wage statements has
26 prevented earlier challenges to DEFENDANTS’ unlawful pay practices, will require discovery and
27 mathematical computations to determine the amount of wages owed, and will cause difficulty and
28 expense in attempting to reconstruct time and pay records. DEFENDANTS’ conduct led to the

1 submission of inaccurate information about wages and amounts deducted from wages to state and
2 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
3 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
4 and pay records than if DEFENDANT had complied with its legal obligations.

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

8 **Untimely Payment of Final Wages**

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

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

22 139. Based on information and belief, upon separation of employment, Aggrieved
23 Employees’ final paychecks were not timely provided and/or did not include all wages owed, in
24 violation of Labor Code section 201-202. Based on information and belief, Aggrieved Employees’
25 final paychecks did not include all wages owed as they are devoid of, including but not limited to,
26 all owed minimum wages, overtime wages, premium wages, including but not limited to, and
27 reporting time pay wages.

28 ² Labor Code § 226.3 (establishing that the civil penalty is ~~75~~ per employee per violation”).

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

141. Under the provisions of PAGA and the above mentioned Labor Code sections, including but not limited to Labor Code sections 201-203, 210, 221, 222, 226, 226.7, 245-247.5, 256, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 2699, 2699.3, 2802, and all applicable Wage Orders as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

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

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

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

PRAYER FOR RELIEF

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

1. For civil penalties under Labor Code Section 2699;

2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

3. For reasonable attorney's fees and costs of suit; and

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

Dated: April 30, 2025

CROSNER LEGAL, PC

By: 

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