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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

JULIUS HOSEY, ANAIAH JONES, CONNIE
SIERRA, MATTHEW ARROYO, TAYLOR
HARRISON, TRACIE JACKSON, ASIA
HOOPER, RAYEISHA GLENN, MICHAEL
RILEY, MIKAEL RILEY and GLADYS
BROCKINGTON, individually, and on behalf of
all others similarly situated, and on behalf of the
State of California and other aggrieved persons,

Plaintiffs,

v.

COUPANG GLOBAL, LLC, a Delaware limited
liability company; GARY D. NELSON
ASSOCIATES, INC., a California corporation;
PERSONNEL STAFFING GROUP, LLC DBA
MVP STAFFING AGENCY, unknown entity;
PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC, a Delaware limited liability
company; TEG STAFFING, INC. DBA
EASTRIDGE WORKFORCE SOLUTIONS, a
California corporation; VOLT INFORMATION
SCIENCES, INC., a New York corporation;
VOLT MANAGEMENT CORP., a Delaware
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2203044
Consolidated with Case No. CVRI2203157

**FIRST AMENDED CLASS &
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*)

DEMAND FOR JURY TRIAL

JULIUS HOSEY, ANAIAH JONES, CONNIE
SIERRA, MATTHEW ARROYO, TAYLOR
HARRISON, TRACIE JACKSON, ASIA
HOOPER, RAYEISHA GLENN, MICHAEL
RILEY, MIKAEL RILEY, and GLADYS
BROCKINGTON, individually, and on behalf of
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State of California and other aggrieved persons,

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liability company; GARY D. NELSON
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PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC, a Delaware limited liability
company; TEG STAFFING, INC. DBA
EASTRIDGE WORKFORCE SOLUTIONS, a
California corporation; and DOES 1 through 10,
inclusive, VOLT INFORMATION SCIENCES,
INC., a New York corporation; VOLT
MANAGEMENT CORP., a Delaware
corporation; and DOES 1 through 10, inclusive,

Defendants.

1 Plaintiffs Julius Hosey, Anaiah Jones, Connie Sierra, Matthew Arroyo, Taylor Harrison,
2 Tracie Jackson, Asia Hooper, Rayeisha Glenn, Michael Riley, Mikael Riley and Gladys
3 Brockington (“Plaintiffs”), based upon facts that either have evidentiary support or are likely to
4 have evidentiary support after a reasonable opportunity for further investigation and discovery,
5 allege as follows:

6 **INTRODUCTION & PRELIMINARY STATEMENT**

7 1. Plaintiffs bring this action against Defendants COUPANG GLOBAL, LLC, GARY
8 D. NELSON ASSOCIATES, INC., PERSONNEL STAFFING GROUP, LLC DBA MVP
9 STAFFING AGENCY, PARTNERS PERSONNEL – MANAGEMENT SERVICES, LLC, TEG
10 STAFFING, INC. DBA EASTRIDGE WORKFORCE SOLUTIONS, VOLT INFORMATION
11 SCIENCES, INC., VOLT MANAGEMENT CORP., and Does 1 through 10 (hereinafter
12 collectively referred to as “Defendants”) for California Labor Code violations and unfair business
13 practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight time,
14 and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
15 failure to timely pay final wages, failure to furnish accurate wage statements, and failure to
16 indemnify employees for expenditures.

17 2. Plaintiffs bring the First through Ninth Causes of Action individually and as a class
18 action on behalf of themselves and certain current and former employees of Defendants
19 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
20 below). The Class consists of Plaintiffs and all other persons who have been employed by any
21 Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations
22 period applicable to the claims pleaded here.

23 3. Plaintiffs brings the Ninth Cause of Action as a representative action under the
24 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
25 them, the State of California, and past and present non-exempt employees employed by Defendants
26 in the State of California during the statute of limitations period for their PAGA claim (hereinafter
27 referred to as the “Aggrieved Employees”).
28

1 4. Defendants own/owned and operate/operated an industry, business, and
2 establishment within the State of California, including Riverside County. As such, and based upon
3 all the facts and circumstances incident to Defendants' business in California, Defendants are
4 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
5 ("IWC"), and the California Business & Professions Code.

6 5. Despite these requirements, throughout the statutory period, Defendants maintained
7 a systematic, company-wide pattern and practice of:

- 8 (a) Failing to pay employees for all hours worked, including all minimum,
9 straight time, and overtime wages in compliance with the California Labor
10 Code and IWC Wage Orders;
- 11 (b) Failing to provide employees with timely and duty-free meal periods in
12 compliance with the California Labor Code and IWC Wage Orders, failing
13 to maintain accurate records of all meal periods taken or missed, and failing
14 to pay an additional hour's pay (including failing to pay the proper regular
15 rate of pay) for each workday a meal period violation occurred;
- 16 (c) Failing to authorize and permit employees to take timely and duty-free rest
17 periods in compliance with the California Labor Code and IWC Wage
18 Orders, and failing to pay an additional hour's pay (including failing to pay
19 the proper regular rate of pay) for each workday a rest period violation
20 occurred;
- 21 (d) Willfully failing to pay employees all minimum, straight time, overtime
22 (including failing to pay proper regular rate of pay), meal period premium,
23 and rest period premium wages due within the time period specified by
24 California law when employment terminates;
- 25 (e) Failing to provide employees with accurate, itemized wage statements
26 containing all the information required by the California Labor Code and
27 IWC Wage Orders; and,
28

(f) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment;

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiffs, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiffs

8. Plaintiff Julius Hosey is a California resident who worked for Defendants in California as an hourly-paid, non-exempt employee from approximately October 2020 to approximately April 2021.

9. Plaintiff Anaiah Jones is a resident of Riverside County, California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately November 2021 to approximately December 2021.

10. Plaintiff Connie Sierra is a resident of Riverside County, California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately June 2019 to approximately September 2019.

11. Plaintiff Matthew Arroyo is a resident of Riverside County, California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately January 2019 to approximately May 2019.

12. Plaintiff Taylor Harrison is a resident of Riverside County, California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately May 2020 to approximately June 2020.

13. Plaintiff Tracie Jackson is a resident of Riverside County, California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately October 2020 to approximately May 28, 2021.

14. Plaintiff Asia Hooper is a resident of Riverside County, California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately 2019 to approximately January 2020.

15. Plaintiff Rayeisha Glenn is a resident of Riverside County, California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately the end of 2020 to approximately February 2022.

16. Plaintiff Michael Riley is a resident of Riverside County, California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately early 2022 to approximately September 2022.

17. Plaintiff Mikael Riley is a resident of Riverside County, California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately the end of 2020 to approximately April 2022.

18. Plaintiff Gladys Brockington is a resident of Riverside County, California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately March 2022 to approximately May 2022.

19. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

20. Plaintiffs are informed and believes, and based upon that information and belief alleges, that Defendants COUPANG GLOBAL, LLC, GARY D. NELSON ASSOCIATES, INC., PERSONNEL STAFFING GROUP, LLC DBA MVP STAFFING AGENCY, PARTNERS PERSONNEL – MANAGEMENT SERVICES, LLC, TEG STAFFING, INC. DBA EASTRIDGE WORKFORCE SOLUTIONS, VOLT INFORMATION SCIENCES, INC., and VOLT MANAGEMENT CORP. (“Defendants”) are, and at all times herein mentioned, were:

(a) Business entities conducting business in numerous counties throughout the State of California, including in Riverside County; and,

(b) The former employers of Plaintiffs, and the current and/or former employers of the putative Class because Defendants suffered and permitted and the Class to work, and/or controlled their wages, hours, or working conditions.

21. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

22. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs, the Class, and the Aggrieved Employees in the State of California.

23. Plaintiffs are informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, 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 below. Plaintiffs are informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants and/or all Defendants were joint employers. As just

one of many examples, Coupang controlled wage and hour practices of other co-Defendants (and vice versa), including but not limited to implementing various procedures and wage and hour practices, as well as conducting audits internally and through outside counsel, although that ultimately did not result in compliance with the law. As another of many examples, employees from all of Defendants worked in a warehouse together, were not segregated from one another via each Defendant, and supervisors from Defendants jointly oversaw and controlled their work including their wage and hour conditions. Defendants also jointly worked together regarding providing onboarding documents to many employees. As another of yet more examples, Defendants' conduct resulted in discipline to employees. Wages were also uniformly set by Defendants and practices were jointly implemented.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

24. Plaintiff Julius Hosey worked for Defendants in California as an hourly-paid, non-exempt employee from approximately October 2020 to approximately April 2021. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

25. Plaintiff Anaiah Jones worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately November 2021 to approximately December 2021. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

26. Plaintiff Connie Sierra worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately June 2021 to approximately September 2021. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work

1 at least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more
2 than eight hours in a workday and more than forty (40) hours in a workweek.

3 27. Plaintiff Matthew Arroyo worked for Defendants in Riverside County, California
4 as an hourly-paid, non-exempt employee from approximately January 2019 to approximately May
5 2019. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage
6 and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work
7 at least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more
8 than eight hours in a workday and more than forty (40) hours in a workweek.

9 28. Plaintiff Taylor Harrison worked for Defendants in Riverside County, California as
10 an hourly-paid, non-exempt employee from approximately May 2020 to approximately June 2020.
11 During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and
12 classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at
13 least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more
14 than eight hours in a workday and more than forty (40) hours in a workweek.

15 29. Plaintiff Tracie Jackson worked for Defendants in Riverside County, California as
16 an hourly-paid, non-exempt employee from approximately October 2020 to approximately May
17 2021. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage
18 and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work
19 at least five days in a workweek and at least eight hours per workday, but Plaintiff mostly worked
20 more than eight hours in a workday and more than forty (40) hours in a workweek.

21 30. Plaintiff Asia Hooper worked for Defendants in Riverside County, California as an
22 hourly-paid, non-exempt employee from approximately 2019 to approximately January 2021.
23 During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and
24 classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at
25 least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more
26 than eight hours in a workday and more than forty (40) hours in a workweek.

27 31. Plaintiff Rayeisha Glenn worked for Defendants in Riverside County, California as
28 an hourly-paid, non-exempt employee from approximately the end of 2020 to approximately

1 February 2022. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly
2 wage and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to
3 work at least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked
4 more than eight hours in a workday and more than forty (40) hours in a workweek.

5 32. Plaintiff Michael Riley worked for Defendants in Riverside County, California as an
6 hourly-paid, non-exempt employee from approximately early 2022 to approximately September
7 2022. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage
8 and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work
9 at least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more
10 than eight hours in a workday and more than forty (40) hours in a workweek.

11 33. Plaintiff Mikael Riley worked for Defendants in Riverside County, California as an
12 hourly-paid, non-exempt employee from approximately the end of 2020 to approximately April
13 2022. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage
14 and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work
15 at least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more
16 than eight hours in a workday and more than forty (40) hours in a workweek.

17 34. Plaintiff Gladys Brockington worked for Defendants in Riverside County, California as
18 an hourly-paid, non-exempt employee from approximately March 2022 to approximately May
19 2022. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage
20 and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work
21 at least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more
22 than eight hours in a workday and more than forty (40) hours in a workweek.

23 35. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked
24 (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally
25 compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to
26 timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to
27 furnish accurate wage statements to Plaintiffs, and failed to indemnify Plaintiffs for expenditures.
28 As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

1 36. Throughout the statutory period, Defendants maintained a pattern and practice of
2 not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including
3 minimum, straight time, and overtime wages. Defendants required Plaintiffs, the Class, and the
4 Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring
5 Plaintiffs, the Class, and the Aggrieved Employees to perform work after during uncompensated
6 meal periods and/or requiring Plaintiffs, the Class, and the Aggrieved Employees to perform work
7 after clocking out for the workday. Some of this unpaid work should have been paid at the overtime
8 rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of
9 the hours Plaintiffs, the Class, and the Aggrieved Employees worked. Further, Defendants
10 knowingly permitted inaccurate time to be recorded.

11 37. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs,
12 the Class, and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and
13 duty-free meal period in a manner required by law (and also including but not limited to failing to
14 provide Plaintiffs, the Class, and the Aggrieved Employees the opportunity to leave the work
15 premises to take meal periods). Defendants also continued to assert control over Plaintiffs, the
16 Class, and the Aggrieved Employees by, among other things, requiring, pressuring, or encouraging
17 them to perform work tasks which could not be completed without working in lieu of taking
18 mandatory meal periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees
19 permission to take a meal period under the conditions required by law, and without properly
20 compensating Plaintiffs, the Class, and the Aggrieved Employees for meal periods that were not
21 provided as required by law. Defendants also never informed Plaintiffs of their right to, nor
22 permitted them to take, a second meal period when Plaintiffs worked at least ten hours of work in
23 a workday and otherwise unlawfully pressured them to waive such breaks. Further, and as just one
24 many examples of unlawful activity, Plaintiffs, the Class, and the Aggrieved Employees worked
25 in a warehouse in which they were not permitted to take meal breaks in their work area. Instead,
26 Plaintiffs, the Class, and the Aggrieved Employees were required to walk to a designated break
27 area, which took several minutes to do and effectively negated any required 30-minute meal breaks.
28 Defendants also failed to provide nearby readily accessible suitable resting facilities for employees

1 during working hours in an area separate from the toilet rooms or the work area. Plaintiffs, the
2 Class, and the Aggrieved Employees were required to go through a security checkpoint if they
3 wanted to leave the premises to take a meal break, which also took several minutes. This
4 effectively negated any required 30 minute meal break and also effectively meant they were not
5 permitted to leave the premises (Defendants also failed to provide a suitable place to eat). As
6 another example, Plaintiffs, the Class, and the Aggrieved Employees were routinely interrupted
7 including by being asked work-related questions while on their purported meal breaks, thereby
8 denying them a continuous uninterrupted 30 minute meal break. Time recorded for meal breaks was
9 also not accurate. Accordingly, Defendants' pattern and practice was not to provide meal periods
10 to Plaintiffs, the Class, and the Aggrieved Employees in compliance with California law.

11 38. Throughout the statutory period, Defendants have wrongfully failed to authorize
12 and permit Plaintiffs, the Class, and the Aggrieved Employees to take legally compliant rest
13 periods in a manner required by law (and also including but not limited to failing to authorize and
14 permit Plaintiffs, the Class, and the Aggrieved Employees the opportunity to leave the work
15 premises to take rest periods). Defendants also regularly required Plaintiffs, the Class, and the
16 Aggrieved Employees to work in excess of four consecutive hours a day without Defendants
17 authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every
18 four hours of work (or major fraction of four hours), and without properly compensating Plaintiffs,
19 the Class, and the Aggrieved Employees for rest periods that were not authorized or permitted.
20 Instead, among other things, Defendants continued to assert control over Plaintiffs, the Class, and
21 the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks
22 which could not be completed without working in lieu of taking mandatory rest periods, and by
23 denying Plaintiffs, the Class, and the Aggrieved Employees permission to take a rest period under
24 the conditions required by law. Further, and as just one many examples of unlawful activity,
25 Plaintiffs, the Class, and the Aggrieved Employees worked in a warehouse in which they were not
26 permitted to take rest breaks in their work area. Instead, Plaintiffs, the Class, and the Aggrieved
27 Employees were required to walk to a designated rest break area, which took several minutes to do
28 and effectively negated Plaintiffs, the Class, and the Aggrieved Employees from being provided

any required 10 minute rest breaks. Plaintiffs, the Class, and the Aggrieved Employees were also required to go through a security checkpoint to leave the premises to take a rest break, which also took several minutes. This effectively negated Plaintiffs, the Class, and the Aggrieved Employees from being provided any required 10 minute rest break and also effectively meant they were not permitted to leave the premises. As another example, Plaintiffs, the Class, and the Aggrieved Employees were routinely interrupted including by being asked work-related questions while on their purported rest breaks, thereby denying them a continuous uninterrupted 10 minute rest break. Accordingly, Defendants' pattern and practice was to not authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

39. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiffs, the Class, and the Aggrieved Employees all final wages due at their termination of employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to them by Defendants at the conclusion of their employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final wages when their employment terminated was not a single, isolated incident, but was instead consistent with Defendants' pattern and practice that applied to Plaintiffs, the Class, and the Aggrieved Employees.

40. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class, and the Aggrieved Employees with accurate, itemized wage statements showing all accurate applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiffs, the Class, and the Aggrieved Employees suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;

- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs, the Class, and the Aggrieved Employees were entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and relief under California Labor Code § 226(h).

41. Throughout the statutory period, Defendants have wrongfully required Plaintiffs, the Class, and the Aggrieved Employees to pay expenses (including but not limited to gloves and

cell phone usage) that they incurred in direct discharge of their duties for Defendants. Plaintiffs, the Class, and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses including, without limitation, work attire, work equipment, personal protective equipment. and use of personal cell phones.

42. Plaintiffs, the Class, and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs, the Class, and the Aggrieved Employees for these employment-related expenses.

CLASS ACTION ALLEGATIONS

43. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

44. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

45. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¹

46. At all material times, Plaintiffs were members of the Class.

47. Plaintiffs undertake this concerted activity to improve the wages and working conditions of all Class Members.

48. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) **Numerosity**: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than forty (40) individuals and

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby “statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020.”

the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a

class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

49. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures; and,
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

50. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all

members of the class before the Court;

- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making relief appropriate with respect to the class as a whole.

51. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail

notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

52. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 42 in this Complaint.

53. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

54. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs, the Class, and the Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

55. Accordingly, Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

56. By and through the conduct described above, Plaintiffs, the Class, and the Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

57. By virtue of the Defendants’ unlawful failure to pay appropriate additional compensation to Plaintiffs, the Class, and the Aggrieved Employees for their non-overtime hours worked without pay, Plaintiffs, the Class, and the Aggrieved Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs, the Class, and the Aggrieved Employees and which will be ascertained according to proof at trial.

58. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due to Plaintiffs, the Class, and the Aggrieved Employees.

59. Pursuant to California Labor Code § 1194.2, Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

60. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs, the Class, and the Aggrieved Employees were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiffs, the Class, and the Aggrieved Employees all such wages due and failed to pay those wages twice a month.

61. Plaintiffs, the Class, and the Aggrieved Employees are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Pay Overtime Wages)

62. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 42 in this Complaint.

63. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. California Labor Code § 510 also states that any work in excess of twelve (12) hours in a workday shall be compensated at a rate of no less than twice the regular rate of pay for an employee.

64. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

65. At all times relevant hereto, Plaintiffs, the Class, and the Aggrieved Employees have worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as

employees of Defendants.

66. At all times relevant hereto, Defendants failed to pay Plaintiffs, the Class, and the Aggrieved Employees overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

67. By virtue of Defendants' unlawful failure to pay appropriate additional premium rate compensation to the Plaintiffs, the Class, and the Aggrieved Employees for their overtime hours worked, Plaintiffs, the Class, and the Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

68. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs, the Class, and the Aggrieved Employees.

69. Plaintiffs, the Class, and the Aggrieved Employees also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

70. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs, the Class, and the Aggrieved Employees with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Provide Meal Periods)

71. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 42 in this Complaint.

72. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs, the Class, and the Aggrieved Employees of all duty in order to take their first daily meal

periods no later than the start of Plaintiffs, the Class, and the Aggrieved Employees' fifth hour of work in a workday, and to take their second meal periods no later than the start of the tenth hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

73. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs, the Class, and the Aggrieved Employees with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs, the Class, and the Aggrieved Employees to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

74. Under California law, Plaintiffs, the Class, and the Aggrieved Employees are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Authorize and Permit Rest Periods)

75. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 42 in this Complaint.

76. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

78. Under California law, Plaintiffs, the Class, and the Aggrieved Employees are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

**(By All Plaintiffs Against All Defendants for Failure to Pay Wages of Discharged
Employees – Waiting Time Penalties)**

79. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 42 in this Complaint.

80. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

81. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants knowingly and willfully failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

82. Defendants' failure to pay those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

83. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

84. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

85. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

86. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 42 in this Complaint.

87. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal

entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

88. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs, the Class, and the Aggrieved Employees, the failure to list the true “total hours worked by the employee,” the failure to list the true net wages earned, and the failure to list all the correct and applicable pay rates in effect during pay periods.

89. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs, the Class, and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

90. Specifically, Plaintiffs and the members of the Class have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

91. Calculation of the true wage entitlement for Plaintiffs, the Class, and the Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiffs, the Class, and the Aggrieved Employees were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws and regulations.

92. Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

93. Plaintiffs, the Class, and the Aggrieved Employees are also entitled an award of attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Indemnify Employees for Expenditures)

94. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 42 of this Complaint.

95. As set forth above, Plaintiffs, the Class, and the Aggrieved Employees were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

96. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs, the Class, and the Aggrieved Employees for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

97. As a result, Plaintiffs, the Class, and the Aggrieved Employees were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

98. Plaintiffs, the Class, and the Aggrieved Employees are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

99. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 43 in this Complaint.

100. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

101. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil

1 Procedure § 1021.5.

2 102. Defendants' activities, as alleged herein, are violations of California law, and
3 constitute unlawful business acts and practices in violation of California Business & Professions
4 Code §§ 17200, *et seq.*

5 103. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
6 predicated on the violation of any state or federal law. All of the acts described herein as violations
7 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
8 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
9 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
10 & Professions Code §§ 17200, *et seq.*

11 **Failure to Pay Minimum and Straight Time Wages**

12 104. Defendants' failure to pay minimum and straight time wages, and other benefits in
13 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
14 California Business & Professions Code §§ 17200, *et seq.*

15 **Failure to Pay Overtime Wages**

16 105. Defendants' failure to pay overtime compensation and other benefits in violation of
17 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
18 prohibited by California Business & Professions Code §§ 17200, *et seq.*

19 **Failure to Provide Meal Periods**

20 106. Defendants' failure to provide meal periods in accordance with California Labor
21 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
22 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

23 **Failure to Authorize and Permit Rest Periods**

24 107. Defendants' failure to authorize and permit rest periods in accordance with
25 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
26 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

27 **Failure to Indemnify Business Expenses**

28 108. Defendants' failure to reimburse expenses incurred in accordance with California

1 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
2 California Business & Professions Code §§ 17200 *et seq.*

3 109. By and through their unfair, unlawful and/or fraudulent business practices described
4 herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and
5 all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of
6 valuable rights and benefits guaranteed by law, all to their detriment.

7 110. Plaintiffs, the Class Members, and the Aggrieved Employees suffered monetary
8 injury as a direct result of Defendants' wrongful conduct.

9 111. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled
10 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
11 Defendants have wrongfully acquired, or of which Plaintiffs, the Class, and the Aggrieved
12 Employees have been deprived, by means of the above-described unfair, unlawful and/or
13 fraudulent business practices. Plaintiffs, the Class, and the Aggrieved Employees are not obligated
14 to establish individual knowledge of the wrongful practices of Defendants in order to recover
15 restitution.

16 112. Plaintiffs, individually, and on behalf of members of the putative class, is further
17 entitled to and does seek a declaration that the above-described business practices are unfair,
18 unlawful and/or fraudulent.

19 113. Plaintiffs, individually, and on behalf of members of the putative class, has no plain,
20 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
21 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
22 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs,
23 individually, and on behalf of members of the putative Class, has suffered and will continue to
24 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
25 engage in said unfair, unlawful and/or fraudulent business practices.

26 114. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
27 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
28 withholdings.

115. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days before the filing of this complaint; an award requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Violation of California Business & Professions Code §§ 17200, *et seq.*)

116. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 42 in this Complaint.

117. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

118. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

119. Plaintiffs have given written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiffs also paid the filing fee.

120. The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

121. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties on behalf of themselves, the State of California, and similarly situated Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

122. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;
2. That Plaintiffs be appointed as the representatives of the Class; and,
3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

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

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For reasonable attorneys' fees and for costs of suit incurred herein; and,

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

35. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

36. For unpaid wages or reimbursed business expenses as may be appropriate;

37. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

38. For reasonable attorneys' fees and for costs of suit incurred herein; and,

39. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

40. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum,

straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to reimburse all businesses expenses or losses;

41. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

42. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5; and,

44. .;

45. For such other and further relief as the Court may deem equitable and appropriate.

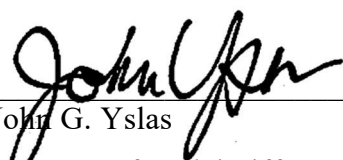
As to all Causes of Action

46. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: December 1, 2022

WILSHIRE LAW FIRM

By: 

John G. Yslas

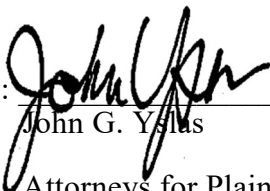
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DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: December 1, 2022

WILSHIRE LAW FIRM

By: 

John G. Yslas

Attorneys for Plaintiffs

Julius Hosey, et al v. Coupang Global LLC, et al.
Riverside Case No.: CVRI2203044
Consolidated with Riverside Case No.: CVRI2203157

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