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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KEEGAN FLAHERTY, individually, and
on behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

DRINKPAK, LLC, a Delaware limited
liability company; DRINKPAK I LLC, a
Delaware limited liability company;
DRINKPAK CONSOLIDATED
HOLDINGS, LLC, a Delaware limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 25STCV08085

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of Labor Code §§ 226.7, 516, and 1198 (Failure to Provide Recovery Periods);
- (6) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (7) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (8) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

FILED
Superior Court of California
County of Los Angeles
06/02/2025
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

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- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Keegan Flaherty, individually and on behalf of all other members of the
2 public similarly situated, and as an aggrieved employee and on behalf of all aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court, because Defendants filed Statement of
5 Information forms with the California Secretary of State designating a principal place of
6 business in Santa Clarita, County of Los Angeles, in accordance with California Corporations
7 Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court
8 because Defendants employ persons in this county, and employed Plaintiff in this county, and
9 thus a substantial portion of the transactions and occurrences related to this action occurred in
10 this county.

11 THE PARTIES

12 4. Plaintiff Keegan Flaherty is a resident of Santa Clarita, in Los Angeles County,
13 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
14 approximately January 2023 to November 2024. Plaintiff worked for Defendants as a Forklift
15 Operator out of their location in Santa Clarita, California. During his employment, Plaintiff
16 typically worked twelve (12) hours per day and four (4) days per week. Plaintiff's primary
17 job duties included, without limitation, loading and unloading trucks.

18 5. DRINKPAK, LLC was and is, upon information and belief, a Delaware limited
19 liability company, and at all times hereinafter mentioned, an employer whose employees are
20 engaged throughout this county and the State of California.

21 6. DRINKPAK I LLC was and is, upon information and belief, a Delaware
22 limited liability company, and at all times hereinafter mentioned, an employer whose
23 employees are engaged throughout this county and the State of California.

24 7. DRINKPAK CONSOLIDATED HOLDINGS, LLC was and is, upon
25 information and belief, a Delaware limited liability company, and at all times hereinafter
26 mentioned, an employer whose employees are engaged throughout this county and the State of
27 California.

28 8. Plaintiff is unaware of the true names or capacities of the Defendants sued

1 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
2 amend the complaint and serve such fictitiously named Defendants once their names and
3 capacities become known.

4 9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
5 were the partners, agents, owners, or managers of DRINKPAK, LLC; DRINKPAK I LLC;
6 and DRINKPAK CONSOLIDATED HOLDINGS, LLC, at all relevant times.

7 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the
8 acts and omissions alleged herein was performed by, or is attributable to DRINKPAK, LLC;
9 DRINKPAK I LLC; DRINKPAK CONSOLIDATED HOLDINGS, LLC; and/or DOES 1
10 through 10 (collectively, “Defendants” or “DRINKPAK”), each acting as the agent, employee,
11 alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants
12 and was acting within the course and scope of such agency, employment, joint venture, or
13 concerted activity with legal authority to act on the others’ behalf. The acts of any and all
14 Defendants were in accordance with, and represent, the official policy of Defendants.

15 11. At all relevant times, Defendants, and each of them, ratified each and every act
16 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
17 and abetted the acts and omissions of each and all the other Defendants in proximately causing
18 the damages herein alleged.

19 12. Plaintiff is informed and believes, and thereon alleges, that each of said
20 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
21 omissions, occurrences, and transactions alleged herein.

22 13. Under California law, Defendants are jointly and severally liable as employers
23 for the violations alleged herein because they have each exercised sufficient control over the
24 wages, hours, working conditions, and employment status of Plaintiff and class members.
25 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
26 controlled their work schedule and/or conditions of employment, determined their rate of pay,
27 and maintained their employment records. Defendants suffered or permitted Plaintiff and
28 class members to work and/or “engaged” Plaintiff and class members so as to create a

1 common-law employment relationship. As joint employers of Plaintiff and class members,
2 Defendants are jointly and severally liable for the civil penalties and all other relief available
3 to Plaintiff and class members under the law.

4 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
5 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
6 members because Defendants have:

- 7 (a) jointly exercised meaningful control over the work performed by
8 Plaintiff and class members;
- 9 (b) jointly exercised meaningful control over Plaintiff's and class members'
10 wages, hours, and working conditions, including the quantity, quality
11 standards, speed, scheduling, and operative details of the tasks
12 performed by Plaintiff and class members;
- 13 (c) jointly required that Plaintiff and class members perform work which is
14 an integral part of Defendants' businesses; and
- 15 (d) jointly exercised control over Plaintiff and class members as a matter of
16 economic reality in that Plaintiff and class members were dependent on
17 Defendants, who shared the power to set the wages of Plaintiff and class
18 members and determined their working conditions, and who jointly
19 reaped the benefits from the underpayment of their wages and
20 noncompliance with other statutory provisions governing their
21 employment.

22 15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
23 there has existed a unity of interest and ownership between Defendants such that any
24 individuality and separateness between the entities has ceased.

25 16. DRINKPAK, LLC; DRINKPAK I LLC; DRINKPAK CONSOLIDATED
26 HOLDINGS, LLC; and DOES 1 through 10 are therefore alter egos of each other.

27 17. Adherence to the fiction of the separate existence of Defendants would permit
28 an abuse of the corporate privilege, and would promote injustice by protecting Defendants

1 from liability for the wrongful acts committed by them under the name “DRINKPAK.”

2 18. Plaintiff further alleges, upon information and belief, that Defendants
3 DRINKPAK, LLC; DRINKPAK I LLC; and DRINKPAK CONSOLIDATED HOLDINGS,
4 LLC are alter egos of each other for the following reasons:

- 5 (a) On the California Secretary of State’s website
6 (<https://bizfileonline.sos.ca.gov/>), DRINKPAK, LLC; DRINKPAK I
7 LLC; and DRINKPAK CONSOLIDATED HOLDINGS, LLC share the
8 same principal address and mailing address of “21375 NEEDHAM
9 RANCH P[AR]KW[A]Y, SANTA CLARITA, CA 91321”;
- 10 (b) On the California Secretary of State’s website, DRINKPAK I LLC; and
11 DRINKPAK CONSOLIDATED HOLDINGS, LLC share the same
12 agent for service of process, “COGENCY GLOBAL INC.”;
- 13 (c) According to Statement of Information forms filed with the California
14 Secretary of State, DRINKPAK I LLC and DRINKPAK
15 CONSOLIDATED HOLDINGS, LLC share the same managers, and/or
16 members, including, but not limited to, DRINKPAK, LLC; and
- 17 (d) On information and belief, DRINKPAK, LLC; DRINKPAK I LLC; and
18 DRINKPAK CONSOLIDATED HOLDINGS, LLC utilize the same
19 standardized employment forms and issue the same employment
20 policies.

21 **GENERAL ALLEGATIONS**

22 19. Defendants are a contract manufacturer of canned beverages, providing full-
23 service support for procurement, batching, processing, filling, packaging, warehousing, and
24 distribution. Upon information and belief, Defendants maintain a single, centralized Human
25 Resources (“HR”) department at their company headquarters in Santa Clarita, California,
26 which is responsible for the recruiting and hiring of new employees, and communicating and
27 implementing Defendants’ company-wide policies, including timekeeping policies and meal
28 and rest period policies, to employees throughout California.

1 20. In particular, Plaintiff and class members, on information and belief, received
2 the same standardized documents and/or written policies. Upon information and belief, the
3 usage of standardized documents and/or written policies, including new-hire documents,
4 indicate that Defendants dictated policies at the corporate level and implemented them
5 company-wide, regardless of their employees' assigned locations or positions. Upon
6 information and belief, Defendants set forth uniform policies and procedures in several
7 documents provided at an employee's time of hire.

8 21. Upon information and belief, Defendants maintain a centralized Payroll
9 department at their company headquarters in Santa Clarita, California, which processes
10 payroll for all non-exempt, hourly paid employees working for Defendants at their various
11 locations in California, including Plaintiff and class members. Based upon information and
12 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
13 employees in California, irrespective of their work locations. Upon information and belief,
14 Defendants process payroll for departing employees in the same manner throughout the State
15 of California, regardless of the manner in which each employee's employment ends.

16 22. Defendants continue to employ non-exempt or hourly paid employees in
17 California.

18 23. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
20 and advisors knowledgeable about California labor and wage law, employment and personnel
21 practices, and about the requirements of California law.

22 24. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
23 members were not paid for all hours worked because all hours worked were not recorded.

24 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to receive certain wages for
26 overtime compensation and that they were not receiving certain wages for overtime
27 compensation.

28 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to receive at least minimum
2 wages for compensation and that they were not receiving at least minimum wages for work
3 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
4 and class members were not paid at least minimum wages for work done off-the-clock.

5 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to meal periods in
7 accordance with the California Labor Code and applicable IWC Wage Order or payment of
8 one (1) additional hour of pay at their regular rates of pay when they were not provided with
9 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
10 were not provided with all meal periods or payment of one (1) additional hour of pay at their
11 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
12 period.

13 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to rest periods in
15 accordance with the California Labor Code and applicable IWC Wage Order or payment of
16 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
17 permitted to take a compliant rest period and that Plaintiff and class members were not
18 authorized and permitted to take compliant rest periods or provided with payment of one (1)
19 additional hour of pay at their regular rates of pay when they were not authorized and
20 permitted to take a compliant rest period.

21 29. Plaintiff is informed and believes, and thereon allege, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to recovery periods in
23 accordance with the California Labor Code and applicable General Industry Safety (“GIS”)
24 Order or payment of one (1) additional hour of pay at their regular rates of pay when they were
25 not provided a compliant recovery period and that Plaintiff and class members were not
26 provided with compliant recovery periods or payment of one (1) additional hour of pay at their
27 regular rates of pay when they were not provided a compliant recovery period.

28 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to receive complete and
2 accurate wage statements in accordance with California law. In violation of the California
3 Labor Code, Plaintiff and class members were not provided complete and accurate wage
4 statements.

5 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that they had a duty to maintain accurate and complete payroll records in
7 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
8 knowingly, and intentionally failed to do so.

9 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and class members were entitled to timely payment of all
11 wages earned upon termination of employment. In violation of the California Labor Code,
12 Plaintiff and class members did not receive payment of all wages due, including, but not
13 limited to, overtime wages; minimum wages; and/or meal, rest, and recovery period
14 premiums, within permissible time periods.

15 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to timely payment of wages
17 during their employment. In violation of the California Labor Code, Plaintiff and class
18 members did not receive payment of all wages, including, but not limited to, overtime wages;
19 minimum wages; and/or meal, rest, and recovery period premiums, within permissible time
20 periods.

21 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive full
23 reimbursement for all business-related expenses and costs they incurred during the course and
24 scope of their employment and that they did not receive full reimbursement of applicable
25 business-related expenses and costs incurred.

26 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that Defendants had a duty to provide
28 Plaintiff and class members with written notice of the material terms of their employment with

Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

36. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, that Defendants knew or should have known that they had a duty to provide Plaintiff and class members with safety devices and safeguards to protect their life, health, and safety in the workplace, but failed to do so.

37. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

38. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

39. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged."

40. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current or former employees and each of the alleged violations were committed against them.

41. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- 1 (a) The aggrieved employee or representative shall give written notice by
2 online filing with the LWDA and by certified mail to the employer of
3 the specific provisions of the California Labor Code alleged to have
4 been violated, including the facts and theories to support the alleged
5 violation.
- 6 (b) An aggrieved employee's notice filed with the LWDA pursuant to
7 2699.3(a) and any employer response to that notice shall be
8 accompanied by a filing fee of seventy-five dollars (\$75).
- 9 (c) The LWDA shall notify the employer and the aggrieved employee or
10 representative by certified mail that it does not intend to investigate the
11 alleged violation ("LWDA Notice") within sixty (60) calendar days of
12 the postmark date of the aggrieved employee's notice. Upon receipt of
13 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
14 (65) calendar days of the postmark date of the aggrieved employee's
15 notice, the aggrieved employee may commence a civil action pursuant
16 to California Labor Code section 2699 to recover civil penalties.

17 42. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
18 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
19 provision other than those listed in Section 2699.5 after the following requirements have been
20 met:

- 21 (a) The aggrieved employee or representative shall give written notice by
22 online filing with the LWDA and by certified mail to the employer of
23 the specific provisions of the California Labor Code alleged to have
24 been violated (other than those listed in Section 2699.5), including the
25 facts and theories to support the alleged violation.
- 26 (b) An aggrieved employee's notice filed with the LWDA pursuant to
27 2699.3(c) and any employer response to that notice shall be
28 accompanied by a filing fee of seventy-five dollars (\$75).

1 (c) The employer may cure the alleged violation within thirty-three (33)
2 calendar days of the postmark date of the notice sent by the aggrieved
3 employee or representative. The employer shall give written notice
4 within that period of time by certified mail to the aggrieved employee or
5 representative and by online filing with the LWDA if the alleged
6 violation is cured, including a description of actions taken, and no civil
7 action pursuant to Section 2699 may commence. If the alleged violation
8 is not cured within the 33-day period, the aggrieved employee may
9 commence a civil action pursuant to Section 2699.

10 43. On March 24, 2025, Plaintiff provided written notice by online filing to the
11 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
12 Code alleged to have been violated, including facts and theories to support the alleged
13 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
14 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
15 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
16 Plaintiff PAGA Case Number LWDA-CM-1088097-25. On March 25, 2025, Plaintiff filed an
17 amended written notice by online filing to the LWDA and by certified mail to Defendants of
18 the specific provisions of the California Labor Code alleged to have been violated,
19 supplementing and/or clarifying the facts and theories to support the alleged violations set
20 forth in his original LWDA notice, in accordance with California Labor Code section 2699.3.
21 True and correct copies of Plaintiff's written notices to the LWDA and Defendants are
22 attached hereto as "Exhibit 1."

23 44. As of the filing date of this complaint, over 65 days have passed since Plaintiff
24 sent the notices described above to the LWDA, and the LWDA has not responded that it
25 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

26 45. Thus, Plaintiff has satisfied the administrative prerequisites under California
27 Labor Code sections 2699.3(a)-(c) to recover civil penalties against Defendants for violations
28 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d),

1 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403.

2 46. Labor Code section 558(a) provides “[a]ny employer or other person acting on
3 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
4 provision regulating hours and days of work in any order of the Industrial Welfare
5 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
6 dollars (\$50) for each underpaid employee for each pay period for which the employee was
7 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
8 underpaid employee for each pay period for which the employee was underpaid” Labor
9 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
10 to any other civil or criminal penalty provided by law.”

11 47. Defendants, at all times relevant to this complaint, were employers or persons
12 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
13 rights by violating various sections of the California Labor Code as set forth above.

14 48. As set forth below, Defendants have violated numerous provisions of both the
15 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
16 Order.

17 49. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
18 2699(a), 2699(k), 2699.3(a)-(c), and 2699.5, and section 558, Plaintiff, acting in the public
19 interest as a private attorney general, seeks assessment and collection of civil penalties and
20 injunctive relief for himself, all other aggrieved employees, and the State of California against
21 Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
22 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403.

23 **CLASS ACTION ALLEGATIONS**

24 50. Plaintiff brings this action on his own behalf, as well as on behalf of each and
25 all other persons similarly situated, and thus seeks class certification under California Code of
26 Civil Procedure section 382.

27 51. All claims alleged herein arise under California law for which Plaintiff seeks
28 relief authorized by California law.

1 52. Plaintiff’s proposed class consists of and is defined as follows:

2 All persons who worked for Defendants as non-exempt, hourly
3 paid employees in California, at any time from June 12, 2023,
 until the date of trial (“Class”).

4 53. Plaintiff’s proposed subclass consists of and is defined as follows:

5 All persons who worked for Defendants as non-exempt, hourly
6 paid employees in California and who received at least one wage
7 statement within one (1) year prior to the filing of the initial
 complaint until the date of trial (“Subclass”).

8 54. Members of the Class and Subclass are referred to herein as “class members.”

9 55. Plaintiff reserves the right to redefine the Class and Subclass and to add
10 additional subclasses as appropriate based on further investigation, discovery, and specific
11 theories of liability.

12 56. There are common questions of law and fact as to class members that
13 predominate over questions affecting only individual members, including, but not limited to:

- 14 (a) Whether Defendants required Plaintiff and class members to work over
15 eight (8) hours per day, over twelve (12) hours per day, or over forty
16 (40) hours per week and failed to pay all legally required overtime
17 compensation to Plaintiff and class members;
18 (b) Whether Defendants failed to pay Plaintiff and class members at least
19 minimum wages for all hours worked;
20 (c) Whether Defendants failed to provide Plaintiff and class members with
21 meal periods;
22 (d) Whether Defendants failed to authorize and permit Plaintiff and class
23 members to take rest periods;
24 (e) Whether Defendants failed to provide Plaintiff and class members with
25 recovery periods;
26 (f) Whether Defendants provided Plaintiff and class members with
27 complete and accurate wage statements as required by California Labor
28 Code section 226(a);

- (g) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (h) Whether Defendants failed to pay earned overtime wages; minimum wages; and/or meal, rest, and recovery period premiums due to Plaintiff and class members upon their discharge;
- (i) Whether Defendants failed timely to pay overtime wages; minimum wages; and/or meal, rest, and recovery period premiums due to Plaintiff and class members during their employment;
- (j) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (k) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (l) Whether Defendants failed to provide Plaintiff and class members with safety devices and safeguards, such as personal protective equipment;
- (m) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (n) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

57. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

- 1 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
2 protect the interests of each class member with whom he has a well-
3 defined community of interest, and Plaintiff's claims (or defenses, if
4 any) are typical of all class members as demonstrated herein.
- 5 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
6 protect the interests of each class member with whom he has a well-
7 defined community of interest and typicality of claims, as demonstrated
8 herein. Plaintiff acknowledges that he has an obligation to make known
9 to the Court any relationship, conflicts or differences with any class
10 member. Plaintiff's attorneys, the proposed class counsel, are versed in
11 the rules governing class action discovery, certification, and settlement.
12 Plaintiff has incurred, and throughout the duration of this action, will
13 continue to incur costs and attorneys' fees that have been, are, and will
14 be necessarily expended for the prosecution of this action for the
15 substantial benefit of each class member.
- 16 (d) Superiority: The nature of this action makes the use of class action
17 adjudication superior to other methods. A class action will achieve
18 economies of time, effort, and expense as compared with separate
19 lawsuits, and will avoid inconsistent outcomes because the same issues
20 can be adjudicated in the same manner and at the same time for the
21 entire class.
- 22 (e) Public Policy Considerations: Employers in the State of California
23 violate employment and labor laws every day. Current employees are
24 often afraid to assert their rights out of fear of direct or indirect
25 retaliation. Former employees are fearful of bringing actions because
26 they believe their former employers might damage their future
27 endeavors through negative references and/or other means. Class
28 actions provide the class members who are not named in the complaint

1 with a type of anonymity that allows for the vindication of their rights
2 while simultaneously protecting their privacy.

3 **FIRST CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**
5 **(Against all Defendants)**

6 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
7 and every allegation set forth above.

8 59. Labor Code section 1198 makes it illegal to employ an employee under
9 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
10 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
11 shall be the . . . standard conditions of labor for employees. The employment of any employee
12 . . . under conditions of labor prohibited by the order is unlawful.”

13 60. California Labor Code section 1198 and the applicable IWC Wage Order
14 provide that it is unlawful to employ persons without compensating them at a rate of pay
15 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
16 number of hours worked by the person on a daily or weekly basis.

17 61. Specifically, the applicable IWC Wage Order provides that Defendants are and
18 were required to pay Plaintiff and class members working more than eight (8) hours in a day
19 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
20 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
21 workweek.

22 62. The applicable IWC Wage Order further provides that Defendants are and were
23 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
24 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
25 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
26 employee, including nondiscretionary bonuses and incentive pay.

27 63. California Labor Code section 510 codifies the right to overtime compensation
28 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)

1 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
2 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
3 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
4 in a day on the seventh (7th) day of work.

5 64. During the relevant time period, Defendants willfully failed to pay all overtime
6 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
7 class members were not paid overtime premiums for all of the hours they worked in excess of
8 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
9 hours in a week, because all hours worked were not recorded.

10 65. First, during the relevant time period, Defendants had, and continue to have, a
11 company-wide policy and/or practice of requiring Plaintiff and class members to perform
12 work off-the-clock outside of their scheduled shifts. For example, twice per month, after
13 clocking out, Plaintiff was required to attend mandatory meetings regarding safety issues and
14 work progress, which lasted about thirty (30) minutes each instance. Defendants failed to
15 track all of the time that employees spent performing work-related tasks outside of their shifts,
16 and Plaintiff and class members received no compensation for this time.

17 66. Second, Defendants had, and continue to have, a company-wide policy and/or
18 practice of understaffing and/or single-staffing their facilities while assigning heavy
19 workloads, including enforcing certain productivity metrics (*see infra*), which resulted
20 Plaintiff and class members having to work off the clock after clocking out from their shifts
21 and/or on days off. For example, Plaintiff and class members did not have time to complete
22 online safety trainings during their shifts due to the number of trucks they were required to
23 load and unload daily. Moreover, at times, one employee per building would be staffed alone
24 and was responsible for loading/unloading more than 20 trucks in one day. As a result,
25 Plaintiff had to complete at least two (2) safety trainings at home while off the clock, which
26 took about thirty (30) minutes each. Defendants provided no means for Plaintiff and class
27 members to record this time spent working, and as a result, Plaintiff and class members were
28 not compensated for this time that they were subject to Defendants' control after they had

1 clocked out for their shifts and/or on days off.

2 67. Third, as stated, Defendants had, and continue to have, company-wide policies
3 and/or practices of understaffing and/or single-staffing their facilities and assigning heavy
4 workloads, including implementing productivity goals and time limits on tasks, which resulted
5 in a failure to provide Plaintiff and class members with adequate meal period coverage,
6 because there were too few employees on duty to handle the workload. Because Defendants
7 did not employ or staff a sufficient number of employees for the number of trucks that needed
8 to be loaded and unloaded, there was no one available to relieve employees needing meal
9 period coverage, and Plaintiff and class members were not always afforded uninterrupted 30-
10 minute meal periods during shifts when they were entitled to receive a meal period.
11 Defendants also had a practice of failing to schedule meal periods, which further caused
12 Plaintiff and class members to not be relieved of their duties for compliant meal periods. For
13 example, Plaintiff frequently had his meal periods interrupted by supervisors or co-workers to
14 discuss work-related matters because there were too few employees to provide sufficient
15 coverage. However, Defendants did not compensate Plaintiff and class members for the time
16 they spent working off the clock during unpaid meal periods.

17 68. Moreover, Defendants had, and continue to have, a policy and/or practice of
18 requiring that Plaintiff and class members carry their personal cellular phones and respond to
19 calls at all times. As a result, Defendants' management contacted Plaintiff and class members
20 on their cellular phones during unpaid meal periods to discuss work-related matters.
21 Defendants knew or should have known that Plaintiff and class members were performing
22 work while off-the-clock in order to meet Defendants' expectations, but failed to compensate
23 them for this time.

24 69. Fourth, Defendants' company-wide timekeeping system prevented Plaintiff and
25 class members from recording all hours worked when their meal periods were shortened or
26 interrupted, because the system locked out Plaintiff and class members once they clocked out
27 for a meal period, and would not permit them to clock back in from a meal period before 30
28 minutes had elapsed. Thus, Defendants did not record all hours worked during meal periods,

1 and Plaintiff and class members performed work during meal periods for which they were not
2 paid.

3 70. Defendants knew or should have known that as a result of these company-wide
4 practices and/or policies, Plaintiff and class members were performing their assigned duties
5 off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to
6 perform work for which they were not paid. Because Plaintiff and class members worked
7 shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-
8 the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members
9 were not paid overtime wages for all of the overtime hours they actually worked.

10 71. Defendants' failure to pay Plaintiff and class members the balance of overtime
11 compensation as required by California law, violates the provisions of California Labor Code
12 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
13 members are entitled to recover from Defendants their unpaid overtime compensation, as well
14 as interest, costs, and attorneys' fees.

15 **SECOND CAUSE OF ACTION**

16 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 17 **Minimum Wages** 18 **(Against all Defendants)**

19 72. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
20 and every allegation set forth above.

21 73. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
22 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
23 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
24 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the
25 time during which an employee is subject to the control of an employer, and includes all the
26 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
27 Code Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

28 74. As set forth above, during the relevant time period, Defendants had a company-

1 wide policy and/or practice requiring Plaintiff and class members to perform work-related
2 tasks while off-the-clock outside of their scheduled shifts and/or on days off, including
3 attending mandatory meetings and completing online safety trainings. Defendants failed to
4 track this time Plaintiff and class members spent working off-the-clock, and Plaintiff and class
5 members received no compensation for this time.

6 75. Further, as also stated, due to Defendants' policies and/or practices of
7 understaffing and/or single-staffing their facilities while assigning heavy workloads, failing to
8 schedule meal periods, and requiring employees to respond to phone communications,
9 Plaintiff and class members were impeded from taking all uninterrupted meal periods to which
10 they were entitled and were required to work off-the-clock during meal periods, have their
11 meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal
12 periods.

13 76. Moreover, as stated, Defendants' company-wide timekeeping system prevented
14 Plaintiff and class members from entering time worked during meal periods because the
15 system locked out Plaintiff and class members for a full 30 minutes. Thus, Defendants
16 systematically failed to pay Plaintiff and class members for actual hours worked during unpaid
17 meal periods because these hours were not always correctly recorded.

18 77. Defendants did not pay minimum wages for all hours worked by Plaintiff and
19 class members. To the extent that these off-the-clock hours did not qualify for overtime
20 premium payment, Defendants did not pay at least minimum wages for those hours worked
21 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
22 1198.

23 78. Defendants' failure to pay Plaintiff and class members minimum wages violates
24 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
25 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
26 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
27 interest thereon.

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THIRD CAUSE OF ACTION
Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period
Violations
(Against all Defendants)

79. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

80. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

81. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

82. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee’s regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

83. First, as stated, Defendants had, and continue to have, company-wide policies and/or practices of understaffing and/or single-staffing their facilities while assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Plaintiff and class members from taking all timely, uninterrupted meal periods to which they were entitled. Additionally, as stated, Defendants maintained and implemented a company-wide practice of

1 failing to schedule meal periods, which further caused Plaintiff and class members to not be
2 relieved of their duties for compliant meal periods. Furthermore, as also stated, Defendants
3 had, and continue to have, a company-wide policy and/or practice of requiring that Plaintiff
4 and class members respond to requests on their personal cellular phones, including during
5 meal periods.

6 84. As a result, Plaintiff and class members had to work through all or part of their
7 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
8 before taking meal periods. For example, Plaintiff frequently had his meal periods interrupted
9 by supervisors or co-workers calling him to discuss work-related matters. Additionally,
10 Plaintiff sometimes took his meal periods late, after the fifth hour of work, due to the lack of
11 coverage and heavy workload.

12 85. Second, as stated, Defendants' company-wide timekeeping system prevented
13 Plaintiff and class members from recording when their meal periods were shortened or
14 interrupted, because the system locked out Plaintiff and class members once they clocked out
15 for a meal period, and would not permit them to clock back in from a meal period before 30
16 minutes had elapsed. As a result of these policies, Defendants deducted meal periods from
17 Plaintiff's and class members' time records even when meal periods were missed, short,
18 interrupted, and/or late and thus systematically failed to correctly record meal periods.

19 86. Third, Defendants did not provide Plaintiff and class members with second 30-
20 minute meal periods on days that they worked in excess of 10 hours in one day. For example,
21 during the relevant time period, Plaintiff regularly worked shifts in excess of 10 hours in one
22 day and did not receive a second meal period. Plaintiff and class members did not sign valid
23 meal period waivers on days that they were entitled to meal periods and were not relieved of
24 all duties.

25 87. Moreover, Defendants had a company-wide policy of requiring all newly hired
26 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
27 the position that non-exempt, hourly paid employees had waived their rights to first and
28 second meal periods for the entirety of their employment and, on that basis, did not provide

1 them with all meal periods to which they were entitled. Further, Defendants’ “Employee
2 Meal Period Waiver” form requires employees to provide advance notice should they wish to
3 revoke the waiver. Defendants’ presumption that meal periods would not be provided for
4 shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten
5 (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or
6 near the time of hire, and imposition on employees to revoke waivers by providing advance
7 notice, discouraged and impeded Plaintiff and class members from taking all meal periods to
8 which they were entitled.

9 88. Furthermore, an employer’s obligation to provide a meal period is only
10 “triggered” when the employer “employs an employee for a work period of more than five
11 hours per day.” *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits
12 anyone to work for a full five hours, its meal break obligation is triggered.”).

13 [A]fter the meal break obligation is triggered . . . an employer is put to a
14 choice: it must (1) afford an off-duty meal period; (2) consent to a
15 mutually agreed-upon waiver if one hour or less will end the shift; or (3)
16 obtain written agreement to an on-duty meal period if circumstances
permit. Failure to do one of these will render the employer liable for
premium pay.

17 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
18 require Plaintiff and class members to sign meal period waivers simultaneously at or near their
19 time of hire (as opposed to on a specific work day) renders them invalid and unenforceable,
20 because Defendants’ obligation to provide Plaintiff and class members with meal periods did
21 not arise until they had employed them for a full five (5) hours.

22 89. At all times herein mentioned, Defendants knew or should have known that, as
23 a result of these policies, Plaintiff and class members were prevented from being relieved of
24 all duties and required to perform some of their assigned duties during meal periods.
25 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
26 members meal period premiums when meal periods were missed, shortened, interrupted,
27 and/or late.

28 90. Thus, Defendants engaged in a company-wide practice and/or policy of not

1 paying meal period premiums owed when compliant meal periods are not provided. Because
2 of this practice and/or policy, Plaintiff and class members have not received premium pay for
3 missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff
4 and class members compliant meal periods in violation of California Labor Code sections
5 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

6 91. Defendants' conduct violates the applicable IWC Wage Order, and California
7 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
8 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
9 rate of compensation for each work day that the meal period was not provided.

10 **FOURTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 12 **(Against all Defendants)**

13 92. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 93. At all relevant times herein set forth, the applicable IWC Wage Order and
16 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
17 members' employment by Defendants.

18 94. At all relevant times, the applicable IWC Wage Order provides that "[e]very
19 employer shall authorize and permit all employees to take rest periods, which insofar as
20 practicable shall be in the middle of each work period" and that the "rest period time shall be
21 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
22 hours or major fraction thereof" unless the total daily work time is less than three and one-half
23 (3 ½) hours.

24 95. At all relevant times, California Labor Code section 226.7 provides that no
25 employer shall require an employee to work during any rest period mandated by an applicable
26 order of the California IWC. To comply with its obligation to authorize and permit rest
27 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
28 employer must "relinquish any control over how employees spend their break time, and

1 relieve their employees of all duties—including the obligation that an employee remain on
2 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
3 *Inc.*, 2 Cal. 5th 257, 273 (2016).

4 96. During the relevant time period, Defendants regularly failed to authorize and
5 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
6 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
7 practices, including understaffing and/or single-staffing while assigning heavy workloads,
8 prevented Plaintiff and class members from being relieved of all duty to take rest periods.
9 Additionally, Defendants failed to schedule or failed to adhere to a schedule for rest periods,
10 which, coupled with Defendants’ failure to provide adequate rest period coverage and
11 Defendants’ requirement that employees respond to communications from management and
12 co-workers on their personal cellular phones at all times, further led to Plaintiff and class
13 members not being authorized and permitted to take rest periods.

14 97. Furthermore, during the relevant time period, on information and belief,
15 Defendants maintained a company-wide on-premises rest period policy, which effectively
16 required that Plaintiff and/or class members remain on the work premises during their rest
17 periods. Because Plaintiff and/or class members were restricted from leaving the premises
18 during rest periods, they were denied the ability to use their rest periods freely for their own
19 purposes, such as running personal errands. Thus, Defendants effectively maintained control
20 over Plaintiff and/or class members during rest periods.

21 98. As a result of Defendants’ practices and policies, Plaintiff and class members
22 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
23 receiving all uninterrupted rest periods to which they were entitled. For example, Plaintiff
24 missed most of his rest periods due to the lack of coverage and heavy workload. As a further
25 example, the rest periods he was able to take were sometimes interrupted by supervisors or co-
26 workers calling to discuss work-related matters.

27 99. Defendants have also engaged in a company-wide practice and/or policy of not
28 paying rest period premiums owed when compliant rest periods are not authorized and

1 permitted. Because of this practice and/or policy, Plaintiff and class members have not
2 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and
3 class members rest periods and failed to pay them rest period premiums due, in violation of
4 Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

5 100. Defendants' conduct violates the applicable IWC Wage Order and California
6 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
7 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
8 compensation for each work day that a compliant rest period was not authorized and
9 permitted.

10 **FIFTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 226.7, 516, and 1198 & California Code of** 12 **Regulations Title 8, Section 3395—Heat Recovery Period Violations** 13 **(Against all Defendants)**

14 101. Plaintiff incorporates by reference and re-allege as if fully stated herein each and
15 every allegation set forth above.

16 102. At all relevant times herein set forth, the applicable GIS Order and California
17 Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class members'
18 employment by Defendants.

19 103. At all relevant times, California Labor Code section 226.7(a) defines "recovery
20 period" to mean a cooldown period afforded an employee to prevent heat illness. California
21 Labor Code section 226.7 provides that no employer shall require an employee to work during
22 any recovery period mandated by an applicable order of the California IWC, the Occupational
23 Safety and Health Standards Board, or the Division of Occupational Safety and Health. The
24 applicable GIS Order provides that "[w]hen the outdoor temperature in the work area exceeds
25 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at
26 all times while employees are present that are either open to the air or provided with ventilation
27 or cooling." Cal. Code Regs. tit. 8, § 3395(d)(1). Furthermore, "[t]he amount of shade present
28 shall be at least enough to accommodate the number of employees on recovery or rest periods,

1 so that they can sit in a normal posture fully in the shade without having to be in physical contact
2 with each other.” *Id.* “Employees shall be allowed and encouraged to take a preventative cool-
3 down rest in the shade when they feel the need to do so to protect themselves from overheating.
4 Such access to shade shall be permitted at all times.” *Id.*

5 104. During the relevant time period, Defendants violated California Labor Code
6 section 226.7 and California Code of Regulations, Title 8, section 3395(d), because Defendants
7 failed to provide Plaintiff and class members with recovery periods. For example, Defendants
8 did not inform Plaintiff that he was entitled to recovery periods and Plaintiff was not permitted
9 to take them while working, even though some of his work was performed outside under the
10 sun and in high temperatures.

11 105. Defendants also engaged in a company-wide practice and/or policy of not paying
12 recovery period premiums owed when compliant recovery periods were not provided. Because
13 of this practice and/or policy, Plaintiff and class members have not received premium pay for
14 missed recovery periods.

15 106. Defendants’ conduct violates the applicable GIS Order and California Labor
16 Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to
17 recover from Defendants one (1) additional hour of pay at the employee’s regular rate of
18 compensation for each work day that a compliant recovery period was not provided.

19 **SIXTH CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 21 **Statements and Failure to Maintain Accurate Payroll Records**

22 **(Against all Defendants)**

23 107. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 108. At all relevant times herein set forth, California Labor Code section 226(a)
26 provides that every employer shall furnish each of his or her employees an accurate and
27 complete itemized wage statement in writing, including, but not limited to, the name and
28 address of the legal entity that is the employer, the inclusive dates of the pay period, total

1 hours worked, and all applicable rates of pay.

2 109. At all relevant times, Defendants have knowingly and intentionally provided
3 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
4 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
5 that fail to correctly list: total hours worked; gross wages earned; net wages earned; and all
6 applicable hourly rates in effect during the pay period, including rates of pay for overtime
7 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
8 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

9 110. Because Defendants did not record the time Plaintiff and Subclass members
10 spent working off the clock and deducted time from their records for meal periods that were
11 interrupted and/or missed (and therefore time for which they should have been paid),
12 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
13 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
14 reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and
15 Subclass members, in violation of section 226(a)(2), and failed to list the applicable hourly
16 rates of pay in effect during the pay period and the corresponding accurate number of hours
17 worked at each hourly rate, in violation of section 226(a)(9).

18 111. The wage statement deficiencies also include, among other things, failing to list
19 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
20 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
21 for which employees were paid; failing to list the name of the employee and only the last four
22 digits of his or her social security number or an employee identification number other than a
23 social security number; failing to list the name and address of the legal entity that is the
24 employer; and/or failing to state all hours worked as a result of not recording or stating hours
25 worked off-the-clock.

26 112. California Labor Code section 1174(d) provides that “[e]very person employing
27 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
28 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the

1 plants or establishments at which employees are employed, payroll records showing the hours
2 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
3 applicable piece rate paid to, employees employed at the respective plants or
4 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
5 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
6 members showing the daily hours they worked and the wages paid thereto as a result of failing
7 to record the off-the-clock hours that they worked.

8 113. California Labor Code section 1198 provides that the maximum hours of work
9 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
10 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
11 employment of any employees for longer hours than those fixed by the order or under
12 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
13 Wage Order, employers are required to keep accurate time records showing when the
14 employee begins and ends each work period and meal period. During the relevant time
15 period, Defendants engaged in company-wide practices and/or policies of failing to record
16 actual hours worked, and thereby failed to keep accurate records of work period and meal
17 period start and end times for Plaintiff and Subclass members, in violation of section 1198.
18 Furthermore, in light of Defendants’ failure to provide Plaintiff and Subclass members with
19 second 30-minute meal periods to which they were entitled, Defendants kept no records of
20 meal start and end times for second meal periods.

21 114. Plaintiff and Subclass members are entitled to recover from Defendants the
22 greater of their actual damages caused by Defendants’ failure to comply with California Labor
23 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
24 employee.

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SEVENTH CAUSE OF ACTION
Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon
Termination
(Against all Defendants)

115. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

116. This cause of action is dependent upon, and wholly derivative of, the overtime wages; minimum wages; and/or meal, rest, and recovery period premiums that were not timely paid to Plaintiff and those class members no longer employed by Defendants upon their termination.

117. At all times relevant herein set forth, Labor Code sections 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.

118. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants all their earned wages, including, but not limited to, overtime wages; minimum wages; and/or meal, rest, and recovery period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

119. Defendants' failure to pay Plaintiff and 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, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

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1 **EIGHTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**
3 **Employment**
4 **(Against all Defendants)**

5 120. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 121. This cause of action is dependent upon, and wholly derivative of, the overtime
8 wages; minimum wages; and/or meal, rest, and recovery period premiums that were not timely
9 paid to Plaintiff and class members during their employment.

10 122. At all times relevant herein set forth, Labor Code section 204 provides that all
11 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
12 days, inclusive, of any calendar month, other than those wages due upon termination of an
13 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
14 the month during which the labor was performed.

15 123. At all times relevant herein, Labor Code section 204 provides that all wages
16 earned by any person in any employment between the sixteenth (16th) and the last day,
17 inclusive, of any calendar month, other than those wages due upon termination of an
18 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
19 month.

20 124. At all times relevant herein, Labor Code section 204 provides that all wages
21 earned for labor in excess of the normal work period shall be paid no later than the payday for
22 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
23 204 provides that the requirements of this section are deemed satisfied by the payment of
24 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
25 seven (7) calendar days following the close of the payroll period.

26 125. During the relevant time period, Defendants willfully failed to pay Plaintiff and
27 class members all wages due including, but not limited to, overtime wages; minimum wages;
28 and/or meal, rest, and recovery period premiums, within the time periods specified by

1 California Labor Code section 204.

2 126. Defendants' failure to pay Plaintiff and class members all wages due violates
3 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
4 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

5 **NINTH CAUSE OF ACTION**

6 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses**
7 **(Against all Defendants)**

8 127. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
9 and every allegation set forth above.

10 128. At all times herein set forth, California Labor Code section 2802 provides that
11 an employer must reimburse employees for all necessary expenditures and losses incurred by
12 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
13 to prevent employers from passing off their cost of doing business and operating expenses on
14 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
15 (2014). The applicable wage order, IWC Wage Order No. 1-2001, provides that: "[w]hen
16 tools or equipment are required by the employer or are necessary to the performance of a job,
17 such tools and equipment shall be provided and maintained by the employer, except that an
18 employee whose wages are at least two (2) times the minimum wage provided herein may be
19 required to provide and maintain hand tools and equipment customarily required by the trade
20 or craft."

21 129. First, during the relevant time period, Defendants, on a company-wide basis,
22 required that Plaintiff and class members use their own personal mobile devices, including,
23 but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed
24 to reimburse them for all of the costs of their work-related mobile device expenses. For
25 example, Plaintiff and class members were required to use their personal mobile devices for
26 work-related tasks, including communicating with management regarding work-related issues,
27 downloading and using the Microsoft Teams and Outlook applications to send and receive
28 work-related messages and e-mails, and accessing a website called "Yard Management" to

1 track truck locations. Although Defendants required Plaintiff and class members to utilize
2 their personal mobile devices and/or mobile data to carry out their work-related
3 responsibilities, Defendants failed to reimburse them for these costs.

4 130. Second, during the relevant time period, Defendants, on a company-wide basis,
5 required that Plaintiff and class members use their own personal vehicles to travel between
6 buildings on Defendants' premises and to cover shifts at other assigned (temporary) locations.
7 For example, Plaintiff was required to use his personal vehicle to travel between buildings on
8 Defendants' premises, totaling approximately 50 miles per week. Additionally, Plaintiff was
9 required to use his personal vehicle to travel to Simi Valley (60 miles roundtrip) and Santa
10 Clarita, California (12 miles roundtrip) to cover shifts at these temporary locations. Although
11 Defendants required Plaintiff and class members to utilize their personal vehicles to carry out
12 their work-related responsibilities, Defendants failed to fully reimburse them for their mileage
13 or travel expenses.

14 131. Third, during the relevant time period, Defendants, on a company-wide basis,
15 required Plaintiff and class members to wear special safety shoes such as slip-resistant safety
16 boots, which they were required to wear while at work and were necessary for the completion
17 of their work-related duties. However, Defendants did not provide these safety shoes to
18 employees. Instead, Plaintiff and class members were required to purchase safety shoes, such
19 as slip-resistant safety boots, in order to perform their work duties, and were not fully
20 reimbursed for this cost.

21 132. Defendants could have provided Plaintiff and class members with actual
22 equipment for use on the job, such as company mobile devices, company vehicles, and safety
23 equipment; or Defendants could have reimbursed employees for the costs of their mobile
24 device usage, mileage, travel expenses, and safety equipment. Instead, Defendants passed
25 these operating costs onto Plaintiff and class members. At all relevant times, Plaintiff did not
26 earn at least two (2) times the minimum wage.

27 133. Defendants' company-wide policy and/or practice of not reimbursing
28 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff

1 and class members violates California Labor Code section 2802. Defendants have
2 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
3 business-related expenses and costs.

4 134. Pursuant to California Labor Code section 2802, Plaintiff and class members
5 are entitled to recover from Defendants their business-related expenses incurred during the
6 course and scope of their employment, plus interest, costs, and attorneys' fees.

7 **TENTH CAUSE OF ACTION**

8 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

9 **(Against all Defendants)**

10 135. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
11 and every allegation set forth above.

12 136. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
13 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
14 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
15 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover
16 civil penalties for violations of those Labor Code sections not found in section 2699.5,
17 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802,
18 2810.5, 6401, and 6403.

19 137. Defendants' conduct, as alleged herein, violates numerous sections of the
20 California Labor Code, including, but not limited to, the following:

- 21 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
22 Wage Order for Defendants' failure to compensate Plaintiff and other
23 aggrieved employees with all required overtime pay, as alleged herein;
- 24 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
25 1198, and the applicable IWC Wage Order for Defendants' failure to
26 compensate Plaintiff and other aggrieved employees with at least
27 minimum wages for all hours worked, as alleged herein;
- 28 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the

- 1 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
2 and other aggrieved employees with meal periods, as alleged herein;
- 3 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to authorize and
5 permit Plaintiff and other aggrieved employees to take rest periods, as
6 alleged herein;
- 7 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
8 applicable GIS Order for Defendants' failure to provide heat recovery
9 periods to Plaintiff and other aggrieved employees, as alleged herein;
- 10 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
11 IWC Wage Order for failure to provide accurate and complete wage
12 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 13 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
14 IWC Wage Order for failure to maintain payroll records, as alleged
15 herein;
- 16 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
17 earned wages upon termination, as alleged herein;
- 18 (i) Violation of Labor Code section 204 for failure to pay all earned wages
19 during employment, as alleged herein;
- 20 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
21 and other aggrieved employees for all business expenses necessarily
22 incurred, as alleged herein;
- 23 (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to
24 provide notice of material terms of employment, as set forth below; and
- 25 (l) Violation of Labor Code sections 6401 and 6403 for failure to provide
26 Plaintiff and other aggrieved employees with safety devices and
27 safeguards for the workplace, as set forth below.

28 138. At all relevant times herein, California's Wage Theft Prevention Act was

1 enacted to ensure that employers provide employees with basic information material to their
2 employment relationship at the time of hiring, and to ensure that employees are given written
3 and timely notice of any changes to basic information material to their employment. Codified
4 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
5 time of hiring, an employer must provide written notice to employees containing basic and
6 material payroll information, including, among other things, the rate(s) of pay and basis
7 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
8 including any rates for overtime, the regular payday designated by the employer, and any
9 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
10 Code § 2810.5(a)(1)(A)-(C).

11 139. At all relevant times, Defendants failed, on a company-wide basis, to provide
12 written notice to Plaintiff and other aggrieved employees that lists the requisite information
13 set forth in Labor Code section 2810.5(a)(1)(A)-(C).

14 140. Defendants' failure to provide Plaintiff and other aggrieved employees with
15 written notice of basic information regarding their employment with Defendants is in violation
16 of California Labor Code section 2810.5. Plaintiff and other aggrieved employees are
17 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
18 (k).

19 141. At all relevant times herein, California Labor Code section 6401 provides that
20 employers must furnish and use safety devices and safeguards, and adopt and use practices,
21 means, methods, operations, and processes which are reasonably adequate to render the
22 employment and place of employment safe and healthy. California Labor Code Section 6401
23 further provides that an employer must do everything reasonably necessary to protect the life,
24 safety, and health of their employees. California Labor Code section 6403(a) requires that
25 employers provide and use safety devices and safeguards reasonably adequate to render the
26 employment and place of employment safe.

27 142. During the relevant time period, Defendants failed to provide Plaintiff and
28 other aggrieved employees with personal protective equipment, such as slip-resistant safety

1 boots, to keep them safe in the workplace. Despite the fact that Defendants required Plaintiff
2 and other aggrieved employees to wear certain personal protective equipment, including slip-
3 resistant safety boots, while engaged in their work-related duties, Defendants failed to provide
4 such reasonably necessary equipment to Plaintiff and other aggrieved employees to keep them
5 safe.

6 143. Defendants' failure to provide Plaintiff and other aggrieved employees with
7 safety devices and safeguards for the workplace violates California Labor Code sections 6401
8 and 6403. Plaintiff and other aggrieved employees are therefore entitled to recover civil
9 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

10 **ELEVENTH CAUSE OF ACTION**

11 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

12 **Unlawful Business Practices**

13 **(Against all Defendants)**

14 144. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 145. Defendants are "persons" as defined by California Business & Professions
17 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
18 and/or associations.

19 146. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
20 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
21 suffered injury in fact and has lost money as a result of Defendants' unlawful business
22 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
23 meaning of Code of Civil Procedure section 1021.5.

24 147. Defendants' activities, as alleged herein, are violations of California law, and
25 constitute unlawful business acts and practices in violation of California Business &
26 Professions Code sections 17200, *et seq.*

27 148. A violation of California Business & Professions Code sections 17200, *et seq.*
28 may be predicated on the violation of any state or federal law. In the instant case, Defendants'

1 policies and practices have violated state law in at least the following respects:

- 2 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
3 class members, to work overtime without paying them proper
4 compensation in violation of California Labor Code sections 510 and
5 1198, and the applicable IWC Wage Order, as alleged herein;
- 6 (b) Failing to pay at least minimum wage to Plaintiff and class members in
7 violation of California Labor Code sections 1182.12, 1194, 1197,
8 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
9 herein;
- 10 (c) Failing to provide all meal periods to Plaintiff and class members in
11 violation of California Labor Code sections 226.7, 512(a), 516, and
12 1198, and the applicable IWC Wage Order, as alleged herein;
- 13 (d) Failing to authorize and permit Plaintiff and class members to take all
14 rest periods in violation of California Labor Code sections 226.7, 516,
15 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 16 (e) Failing to provide all recovery periods to Plaintiff and class members in
17 violation of California Labor Code sections 226.7, 516, and 1198, and the
18 applicable GIS Order, as alleged herein;
- 19 (f) Failing to provide Plaintiff and class members with accurate wage
20 statements and failing to maintain accurate payroll records in violation
21 of California Labor Code sections 226(a), 1174(d), and 1198, and the
22 applicable IWC Wage Order, as alleged herein;
- 23 (g) Failing timely to pay all earned wages to Plaintiff and class members in
24 violation of California Labor Code section 204, as alleged herein;
- 25 (h) Failing to reimburse Plaintiff and class members for all business
26 expenses necessarily incurred in violation of California Labor Code
27 section 2802, as alleged herein;
- 28 (i) Failing to provide written notice of information material to Plaintiff's

1 and class members' employment with Defendants in violation of
2 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below;
3 and

4 (j) Failing to provide Plaintiff and class members with safety devices and
5 safeguards, such as personal protective equipment, in violation of
6 California Labor Code sections 6401 and 6403, as set forth below.

7 149. At all relevant times herein, California's Wage Theft Prevention Act was
8 enacted to ensure that employers provide employees with basic information material to their
9 employment relationship at the time of hiring, and to ensure that employees are given written
10 and timely notice of any changes to basic information material to their employment. Codified
11 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
12 time of hiring, an employer must provide written notice to employees containing basic and
13 material payroll information, including, among other things, the rate(s) of pay and basis
14 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
15 including any rates for overtime, the regular payday designated by the employer, and any
16 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
17 Code § 2810.5(a)(1)(A)-(C).

18 150. At all relevant times, Defendants failed, on a company-wide basis, to provide
19 written notice to Plaintiff and class members that lists the requisite information set forth in
20 Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and class
21 members with written notice of basic information regarding their employment with
22 Defendants is in violation of California Labor Code section 2810.5.

23 151. At all relevant times herein, California Labor Code section 6401 provides that
24 employers must furnish and use safety devices and safeguards, and adopt and use practices,
25 means, methods, operations, and processes which are reasonably adequate to render the
26 employment and place of employment safe and healthy. California Labor Code Section 6401
27 further provides that an employer must do everything reasonably necessary to protect the life,
28 safety, and health of their employees. California Labor Code section 6403(a) requires that

1 employers provide and use safety devices and safeguards reasonably adequate to render the
2 employment and place of employment safe.

3 152. During the relevant time period, Defendants failed to provide Plaintiff and class
4 members with personal protective equipment, such as safety shoes, to keep them safe in the
5 workplace. Despite the fact that Defendants required Plaintiff and class members to wear
6 certain personal protective equipment, including slip-resistant safety boots, while engaged in
7 their work-related duties, Defendants failed to provide such reasonably necessary equipment
8 to Plaintiff and class members to keep them safe. Thus, Defendants' failure to provide
9 Plaintiff and class members with safety devices and safeguards for the workplace violates
10 California Labor Code sections 6401 and 6403.

11 153. As a result of the violations of California law herein described, Defendants
12 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
13 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
14 herein.

15 154. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
16 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
17 Defendants during a period that commences four years prior to the filing of the initial
18 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
19 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
20 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

21 **TWELFTH CAUSE OF ACTION**

22 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

23 **Unfair Business Practices**

24 **(Against all Defendants)**

25 155. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 156. Defendants are "persons" as defined by California Business & Professions
28 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,

1 and/or associations.

2 157. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
4 injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff
5 seeks to enforce important rights affecting the public interest within the meaning of Code of
6 Civil Procedure section 1021.5.

7 158. Defendants' activities, namely Defendants' company-wide practice and/or
8 policy of not paying Plaintiff and class members all meal and rest period premiums due to
9 them under Labor Code section 226.7, deprived Plaintiff and class members of the
10 compensation guarantee and enhanced enforcement implemented by section 226.7. The
11 statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to
12 compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v.*
13 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
14 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
15 and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an
16 unfair business practice in violation of California Business & Professions Code sections
17 17200, *et seq. (Id.)*

18 159. A violation of California Business & Professions Code sections 17200, *et seq.*
19 may be predicated on any unfair business practice. In the instant case, Defendants' policies
20 and practices have violated the spirit of California's meal and rest period laws and constitute
21 acts against the public policy behind these laws.

22 160. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
23 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
24 benefits implemented by section 226.7 withheld and retained by Defendants during a period
25 that commences four years prior to the filing of the initial complaint; a permanent injunction
26 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
27 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
28 Procedure section 1021.5 and other applicable laws; and an award of costs.

1 **REQUEST FOR JURY TRIAL**

2 Plaintiff requests a trial by jury.

3 **PRAYER FOR RELIEF**

4 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
5 against Defendants, jointly and severally, as follows:

6 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
7 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
8 reserves the right to amend his prayer for relief to seek a different amount.

9 **Class Certification**

- 10 2. That this case be certified as a class action;
11 3. That Plaintiff be appointed as the representative of the Class and Subclass;
12 4. That counsel for Plaintiff be appointed as class counsel.

13 **As to the First Cause of Action**

14 5. That the Court declare, adjudge, and decree that Defendants violated California
15 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
16 pay all overtime wages due to Plaintiff and class members;

17 6. For general unpaid wages at overtime wage rates and such general and special
18 damages as may be appropriate;

19 7. For pre-judgment interest on any unpaid overtime compensation commencing
20 from the date such amounts were due, or as otherwise provided by law;

21 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
22 California Labor Code section 1194(a); and

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

25 **As to the Second Cause of Action**

26 10. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
28 Order by willfully failing to pay minimum wages to Plaintiff and class members;

1 11. For general unpaid wages and such general and special damages as may be
2 appropriate;

3 12. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due, or as otherwise provided by law;

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

7 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

8 15. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 **As to the Third Cause of Action**

11 16. That the Court declare, adjudge, and decree that Defendants violated California
12 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
13 willfully failing to provide all meal periods to Plaintiff and class members;

14 17. That the Court make an award to the Plaintiff and class members of one (1)
15 hour of pay at each employee's regular rate of pay for each workday that a meal period was
16 not provided;

17 18. For all actual, consequential, and incidental losses and damages, according to
18 proof;

19 19. For premiums pursuant to California Labor Code section 226.7(c);

20 20. For pre-judgment interest on any unpaid meal period premiums from the date
21 such amounts were due, or as otherwise provided by law;

22 21. For attorneys' fees pursuant to California Code of Civil Procedure section
23 1021.5, or as otherwise provided by law; and

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

26 **As to the Fourth Cause of Action**

27 23. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully

1 failing to authorize and permit Plaintiff and class members to take all rest periods;

2 24. That the Court make an award to the Plaintiff and class members of one (1) hour
3 of pay at each employee's regular rate of pay for each workday that a rest period was not
4 authorized and permitted;

5 25. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 26. For premiums pursuant to California Labor Code section 226.7(c);

8 27. For pre-judgment interest on any unpaid rest period premiums from the date
9 such amounts were due, or as otherwise provided by law;

10 28. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

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

14 **As to the Fifth Cause of Action**

15 30. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 226.7, 516, and 1198 and the applicable GIS Order by willfully failing to
17 provide all recovery periods to Plaintiff and class members;

18 31. That the Court make an award to the Plaintiff and class members of one (1) hour
19 of pay at each employee's regular rate of pay for each workday that a recovery period was not
20 provided;

21 32. For all actual, consequential, and incidental losses and damages, according to
22 proof;

23 33. For premiums pursuant to California Labor Code section 226.7(c);

24 34. For pre-judgment interest on any unpaid recovery period premiums from the date
25 such amounts were due, or as otherwise provided by law;

26 35. For attorneys' fees pursuant to California Code of Civil Procedure section
27 1021.5, or as otherwise provided by law; and

28 36. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Sixth Cause of Action

37. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

38. For all actual, consequential, and incidental losses and damages, according to proof;

39. For injunctive relief pursuant to California Labor Code section 226(h);

40. For statutory penalties pursuant to California Labor Code section 226(e);

41. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

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

As to the Seventh Cause of Action

43. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages; minimum wages; and/or meal, rest, and recovery period premiums, owed at the time of termination of the employment of Plaintiff and other terminated class members;

44. For all actual, consequential and incidental losses and damages, according to proof;

45. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

46. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

47. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

appropriate.

As to the Eighth Cause of Action

49. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages; minimum wages; and/or meal, rest, and recovery period premiums during their employment;

50. For all actual, consequential and incidental losses and damages, according to proof;

51. For statutory penalties according to proof pursuant to California Labor Code section 210;

52. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

53. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

As to the Ninth Cause of Action

55. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

56. For unpaid business-related expenses and such general and special damages as may be appropriate;

57. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

58. For all actual, consequential, and incidental losses and damages, according to proof;

59. For attorneys' fees and costs pursuant to California Labor Code section

1 2802(c), or as otherwise provided by law; and

2 60. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 **As to the Tenth Cause of Action**

5 61. That the Court declare, adjudge and decree that Defendants violated the
6 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
7 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
8 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
9 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
10 permit all rest periods); 226.7, 516, and 1198 (by failing to provide recovery periods); 226(a),
11 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate
12 payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination);
13 204 (by failing to timely pay all earned wages during employment); 2802 (by failing to
14 reimburse business expenses); 2810.5 (by failing to provide notice of material terms of
15 employment); and 6401 and 6403 (by failing to provide safety devices and safeguards);

16 62. For civil penalties pursuant to the California Labor Code, including sections
17 210, 226.3, 256, 558, 1174.5, 1197.1, 2699(a), (f), and (k), for violations of California Labor
18 Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
19 1197.1, 1198, 2802, 2810.5, 6401, and 6403;

20 63. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
21 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
22 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
23 1198, 2802, 2810.5, 6401, and 6403;

24 64. For attorneys' fees and costs pursuant to California Labor Code section
25 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
26 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
27 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403;

28 65. For pre-judgment and post-judgment interest as provided by law; and

1 66. For such other and further relief as the Court may deem equitable and
2 appropriate.

3 **As to the Eleventh Cause of Action**

4 67. That the Court declare, adjudge and decree that Defendants' conduct of failing
5 to provide Plaintiff and class members all overtime wages due to them, failing to provide
6 Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and
7 class members all meal periods, failing to authorize and permit Plaintiff and class members to
8 take all rest periods, failing to provide all heat recovery periods, failing to provide Plaintiff
9 and class members accurate and complete wage statements, failing to maintain accurate
10 payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class
11 members all earned wages during employment, failing to reimburse Plaintiff and class
12 members for business-related expenses, failing to provide written notice of material terms of
13 employment, and failing to provide safety devices and safeguards, constitutes an unlawful
14 business practice in violation of California Business and Professions Code sections 17200, *et*
15 *seq.*;

16 68. For restitution of unpaid wages to Plaintiff and all class members and
17 prejudgment interest from the day such amounts were due and payable;

18 69. For the appointment of a receiver to receive, manage, and distribute any and all
19 funds disgorged from Defendants and determined to have been wrongfully acquired by
20 Defendants as a result of violations of California Business & Professions Code sections
21 17200, *et seq.*;

22 70. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
23 California Code of Civil Procedure section 1021.5; and

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

26 **As to the Twelfth Cause of Action**

27 72. That the Court declare, adjudge and decree that Defendants' conduct of denying
28 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes

an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

73. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

74. 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 sections 17200, *et seq.*;

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

76. For pre-judgment and post-judgment interest as provided by law; and

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

Dated: June 2, 2025

Respectfully submitted,

Capstone Law APC

By: Roxanna Tabatabaee
Roxanna Tabatabaee
Ryan Tish
Alexander Wallin

Attorneys for Plaintiff Keegan Flaherty

EXHIBIT “1”



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SAIRAH BUDHWANI
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March 24, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Keegan Flaherty v. DrinkPAK, LLC, et al.*

Dear PAGA Administrator:

This office represents Keegan Flaherty in connection with his claims under the California Labor Code. Mr. Flaherty was an employee of DRINKPAK, LLC; DRINKPAK I LLC; and/or DRINKPAK CONSOLIDATED HOLDINGS, LLC. For the purpose of this letter, Mr. Flaherty collectively refers to these entities as “DRINKPAK.”

The employers may be contacted directly at the addresses below:

DRINKPAK, LLC
21375 NEEDHAM RANCH PKWY
SANTA CLARITA, CA 91321

DRINKPAK I LLC
21375 NEEDHAM RANCH PARKWAY
SANTA CLARITA, CA 91321

DRINKPAK CONSOLIDATED HOLDINGS, LLC
21375 NEEDHAM RANCH PARKWAY
SANTA CLARITA, CA 91321

Mr. Flaherty intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Flaherty seeks relief on behalf of himself, the State of California, and other persons who are or were employed by DRINKPAK in California as a non-exempt, hourly paid employee and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

DRINKPAK employed Mr. Flaherty as an hourly paid, non-exempt employee from approximately January 2023 to November 2024 as a Forklift Operator. Mr. Flaherty worked for DRINKPAK out of its location in Santa Clarita, California. During his employment, Mr. Flaherty typically worked twelve (12) hours per day and four (4) days per week. By the end of his employment, Mr. Flaherty was compensated approximately \$23.23 per hour. Mr. Flaherty’s job duties included, without limitation, loading and unloading trucks.

DRINKPAK has committed each of the following Labor Code violations against Mr. Flaherty, the facts and theories of which follow, making his an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

DRINKPAK’s Company-Wide and Uniform Payroll and HR Practices

DRINKPAK, LLC; DRINKPAK I LLC; and DRINKPAK CONSOLIDATED HOLDINGS, LLC are Delaware limited liability companies. Together, they are a contract manufacturer of canned beverages, providing full-service support for procurement, batching, processing, filling, packaging, warehousing, and distribution. Upon information and belief, DRINKPAK maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Santa Clarita, California, for all non-exempt, hourly paid employees working for DRINKPAK in California, including Mr. Flaherty and other aggrieved employees. At all relevant times, DRINKPAK issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Flaherty and other aggrieved employees, regardless of their location or position.

Upon information and belief, DRINKPAK maintains a centralized Payroll department at its corporate headquarters in Santa Clarita, California, which processes payroll for all non-exempt, hourly paid employees working for DRINKPAK in California, including Mr. Flaherty and other aggrieved employees. Further, DRINKPAK issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Flaherty and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, DRINKPAK utilized the same methods and formulas when calculating wages due to Mr. Flaherty and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

DRINKPAK willfully failed to pay all overtime wages owed to Mr. Flaherty and other aggrieved employees. During the relevant time period, Mr. Flaherty and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in

¹ These facts, theories, and claims are based on Mr. Flaherty’s experience and counsel’s review of those records currently available relating to Mr. Flaherty’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Flaherty reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, DRINKPAK had, and continues to have, a company-wide policy and/or practice requiring Mr. Flaherty and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts. For example, twice per month, after clocking out, Mr. Flaherty was required to attend mandatory meetings regarding safety issues and work progress, which lasted about thirty (30) minutes each instance. DRINKPAK failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Flaherty and other aggrieved employees received no compensation for this time.

Second, DRINKPAK had, and continues to have, a company-wide policy and/or practice of understaffing and/or single-staffing its facilities while assigning heavy workloads, including enforcing certain productivity metrics (*see infra*), which resulted in Mr. Flaherty and other aggrieved employees having to work off the clock after clocking out from their shifts and/or on days off. For example, Mr. Flaherty and other aggrieved employees did not have time to complete online safety trainings during their shifts due to the number of trucks they were required to load and unload daily. Moreover, at times, one employee per building would be staffed alone and was responsible for loading/unloading more than 20 trucks in one day. As a result, Mr. Flaherty had to complete at least two (2) safety trainings at home while off the clock, which took about thirty (30) minutes each. DRINKPAK provided no means for Mr. Flaherty and other aggrieved employees to record this time spent working, and as a result, Mr. Flaherty and other aggrieved employees were not compensated for this time that they were subject to DRINKPAK's control after they had clocked out for their shifts and/or on days off.

Third, as stated, DRINKPAK had, and continues to have, company-wide policies and/or practices of understaffing and/or single staffing its facilities and assigning heavy workloads, including implementing productivity goals and time limits on tasks, which resulted in a failure to provide Mr. Flaherty and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload. Because DRINKPAK did not employ or staff a sufficient number of employees for the number of trucks that needed to be loaded and unloaded, there was no one available to relieve employees needing meal period coverage, and Mr. Flaherty and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. DRINKPAK also had a practice of failing to schedule meal periods, which further caused Mr. Flaherty and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Flaherty frequently had his meal periods interrupted by supervisors or co-workers to discuss work-related matters because there were too few employees to provide sufficient coverage. However, DRINKPAK did not compensate Mr. Flaherty and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

Moreover, DRINKPAK had, and continues to have, a policy and/or practice of requiring that Mr. Flaherty and other aggrieved employees carry their personal cellular phones and respond to calls at all times. As a result, DRINKPAK's management contacted Mr. Flaherty and other aggrieved employees on their cellular phones during unpaid meal periods to discuss work-related matters. DRINKPAK knew or should have known that Mr. Flaherty and other aggrieved employees were performing work while off-the-clock in order to meet DRINKPAK's expectations, but failed to compensate them for this time.

Fourth, DRINKPAK's company-wide timekeeping system prevented Mr. Flaherty and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Flaherty and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, DRINKPAK did not record all hours worked during meal periods, and Mr. Flaherty and other aggrieved employees performed work during meal periods for which they were not paid.

DRINKPAK knew or should have known that, as a result of these company-wide practices and/or policies, Mr. Flaherty and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Flaherty and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Flaherty and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

DRINKPAK's failure to pay Mr. Flaherty and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Flaherty and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DRINKPAK into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "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." Cal. Code Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

As set forth above, during the relevant time period, DRINKPAK had a company-wide policy and/or practice requiring Mr. Flaherty and other aggrieved employees to perform work-related tasks while off-the-clock outside of their scheduled shifts and/or on days off, including attending mandatory meetings and completing online safety trainings. DRINKPAK failed to track this time Mr. Flaherty and other aggrieved employees spent working off-the-clock, and Mr. Flaherty and other aggrieved employees received no compensation for this time.

Further, as also stated, due to DRINKPAK's policies and/or practices of understaffing and/or single-staffing its facilities while assigning heavy workloads, failing to schedule meal periods, and requiring employees to respond to phone communications, Mr. Flaherty and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Moreover, as stated, DRINKPAK's company-wide timekeeping system prevented Mr. Flaherty and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Flaherty and other aggrieved employees for a full 30 minutes. Thus, DRINKPAK

systematically failed to pay Mr. Flaherty and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

DRINKPAK did not pay minimum wages for all hours worked by Mr. Flaherty and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, DRINKPAK did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, DRINKPAK regularly failed to pay at least minimum wages to Mr. Flaherty and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Flaherty and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DRINKPAK into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, as stated, DRINKPAK had, and continues to have, company-wide policies and/or practices of understaffing and/or single-staffing its facilities while assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Mr. Flaherty and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Additionally, as stated, DRINKPAK had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Flaherty and other aggrieved employees to not be relieved of their duties for compliant meal periods. Furthermore, as also stated, DRINKPAK had, and continues to have, a company-wide policy and/or practice of requiring that Mr. Flaherty and other aggrieved employees respond to requests on their personal cellular phones, including during meal periods.

As a result, Mr. Flaherty and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Mr. Flaherty frequently had his meal periods interrupted by supervisors or co-workers calling him to discuss work-related matters. Additionally, Mr. Flaherty sometimes

took his meal periods late, after the fifth hour of work, due to the lack of coverage and heavy workload.

Second, as stated, DRINKPAK's company-wide timekeeping system prevented Mr. Flaherty and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Flaherty and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. As a result of these policies, DRINKPAK deducted meal periods from Mr. Flaherty's and other aggrieved employees' time records even when meal periods were missed, short, interrupted, and/or late and thus systematically failed to correctly record meal periods.

Third, DRINKPAK did not provide Mr. Flaherty and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, during the relevant time period, Mr. Flaherty regularly worked shifts in excess of 10 hours in one day and did not receive a second meal period. Mr. Flaherty and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, DRINKPAK had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. DRINKPAK took the position that non-exempt, hourly paid employees had waived their rights to first and second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Further, DRINKPAK's "Employee Meal Period Waiver" form requires employees to provide advance notice should they wish to revoke the waiver. DRINKPAK's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke waivers by providing advance notice, discouraged and impeded Mr. Flaherty and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." Brinker, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That DRINKPAK required Mr. Flaherty and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because DRINKPAK's obligation to provide Mr. Flaherty and other aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times herein mentioned, DRINKPAK knew or should have known that, as a result of these policies, Mr. Flaherty and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. DRINKPAK

further knew or should have known that DRINKPAK did not pay Mr. Flaherty and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Thus, DRINKPAK engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Flaherty and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods.

Accordingly, DRINKPAK failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Flaherty and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DRINKPAK into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198 pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, DRINKPAK regularly failed to authorize and permit Mr. Flaherty and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, DRINKPAK's company-wide practices, including understaffing and/or single-staffing while assigning heavy workloads, prevented Mr. Flaherty and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, DRINKPAK failed to schedule or failed to adhere to a schedule for rest periods, which, coupled with DRINKPAK's failure to provide adequate rest period coverage and DRINKPAK's requirement that employees respond to communications from management and coworkers on their personal cellular phones at all times, further led to Mr. Flaherty and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, during the relevant time period, on information and belief, DRINKPAK maintained a company-wide on-premises rest period policy, which effectively required that Mr. Flaherty and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Flaherty and/or other aggrieved employees were restricted from leaving the premises during rest

periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, DRINKPAK effectively maintained control over Mr. Flaherty and/or other aggrieved employees during rest periods.

As a result of DRINKPAK's practices and policies, Mr. Flaherty and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Flaherty missed most of his rest periods due to the lack of coverage and heavy workload. As a further example, the rest periods he was able to take were sometimes interrupted by supervisors or co-workers calling to discuss work-related matters.

DRINKPAK also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Mr. Flaherty and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, DRINKPAK failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Flaherty and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DRINKPAK into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 & California Code of Regulations Title 8, Section 3395 – Failure to Provide Heat Recovery Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide recovery periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest or recovery period is not provided. California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety ("GIS") Order provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling." Cal. Code Regs. tit. 8, § 3395(d)(1). Furthermore, "[t]he amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other." *Id.* "Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times." *Id.*

During the relevant time period, DRINKPAK violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because DRINKPAK failed to provide Mr. Flaherty and other aggrieved employees with recovery periods. For example, DRINKPAK did not inform Mr. Flaherty that he was entitled to recovery periods and Mr. Flaherty was not permitted to take them while working, even though some of his work was performed outside under the sun and in high temperatures.

DRINKPAK also has engaged in a company-wide practice and/or policy of not paying recovery period premiums owed when compliant recovery periods are not provided. Because of this practice and/or policy, Mr. Flaherty and other aggrieved employees have not received premium pay for missed recovery periods.

Accordingly, DRINKPAK failed to authorize and permit recovery periods in violation of California Labor Code sections 226.7, 516, and 1198, and California Code of Regulations, Title 8, section 3395. Mr. Flaherty and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DRINKPAK into compliance with the applicable GIS Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. DRINKPAK has not provided Mr. Flaherty and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, DRINKPAK has knowingly and intentionally provided Mr. Flaherty and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, DRINKPAK issued uniform wage statements to Mr. Flaherty and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, DRINKPAK violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because DRINKPAK did not record the time Mr. Flaherty and other aggrieved employees spent working off-the-clock and deducted time from their meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), DRINKPAK did not list the correct amount of gross wages and net wages earned by Mr. Flaherty and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5). For the same reason, DRINKPAK failed to accurately list the total number of the hours worked by Mr. Flaherty and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to

list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), DRINKPAK willfully failed to maintain accurate payroll records for Mr. Flaherty and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, DRINKPAK engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Flaherty and other aggrieved employees in violation of section 1198. Furthermore, in light of DRINKPAK’s failure to provide Mr. Flaherty and other aggrieved employees with second 30-minute meal periods to which they were entitled, DRINKPAK kept no records of meal start and end times for second meal periods.

Because DRINKPAK failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Flaherty and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Flaherty and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Flaherty and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DRINKPAK into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of

the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, DRINKPAK failed to pay Mr. Flaherty and other aggrieved employees all wages due to them, including, but not limited to, overtime wages; minimum wages; and/or meal, rest, and recovery period premiums, within any time period specified by California Labor Code section 204.

Mr. Flaherty and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DRINKPAK into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 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.

DRINKPAK willfully failed to pay Mr. Flaherty and other aggrieved employees who are no longer employed by DRINKPAK all their earned wages, including, but not limited to, overtime wages; minimum wages; and/or meal, rest, and recovery period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving DRINKPAK's employ.

Mr. Flaherty and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DRINKPAK into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 1-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, DRINKPAK, on a company-wide basis, required that Mr. Flaherty and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for all of the costs of their work-related mobile device expenses. For example, Mr. Flaherty and other aggrieved employees were required to use their personal mobile devices for work-related

tasks, including communicating with management regarding work-related issues, downloading and using the Microsoft Teams and Outlook applications to send and receive work-related messages and e-mails, and accessing a website called “Yard Management” to track truck locations. Although DRINKPAK required Mr. Flaherty and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, DRINKPAK failed to reimburse them for these costs.

Second, during the relevant time period, DRINKPAK, on a company-wide basis, required that Mr. Flaherty and other aggrieved employees use their own personal vehicles to travel between buildings on DRINKPAK’s premises and to cover shifts at other assigned (temporary) locations. For example, Mr. Flaherty was required to use his personal vehicle to travel between buildings on DRINKPAK’s premises, totaling approximately 50 miles per week. Additionally, Mr. Flaherty was required to use his personal vehicle to travel to Simi Valley (60 miles roundtrip) and Santa Clarita, California (12 miles roundtrip) to cover shifts at these temporary locations. Although DRINKPAK required Mr. Flaherty and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, DRINKPAK failed to fully reimburse them for their mileage or travel expenses.

Third, during the relevant time period, DRINKPAK, on a company-wide basis, required Mr. Flaherty and other aggrieved employees to wear special safety shoes such as slip-resistant safety boots, which they were required to wear while at work and were necessary for the completion of their work-related duties. However, DRINKPAK did not provide these safety shoes to employees. Instead, Mr. Flaherty and other aggrieved employees were required to purchase safety shoes, such as slip-resistant safety boots, in order to perform their work duties, and were not fully reimbursed for this cost.

DRINKPAK could have provided Mr. Flaherty and other aggrieved employees with company mobile devices, company vehicles, and safety equipment; or DRINKPAK could have reimbursed employees for the costs of their mobile device usage, mileage, travel expenses, and safety equipment. Instead, DRINKPAK passed these operating costs onto Mr. Flaherty and other aggrieved employees. At all relevant times, Mr. Flaherty did not earn at least two (2) times the minimum wage.

Thus, DRINKPAK had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Flaherty and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DRINKPAK into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer’s written notice pursuant to section 2810.5 must

also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

DRINKPAK failed to provide Mr. Flaherty and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). DRINKPAK's failure to provide Mr. Flaherty and other aggrieved employees with written notice of basic information regarding their employment with DRINKPAK is in violation of Labor Code section 2810.5.

Mr. Flaherty and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DRINKPAK into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." DRINKPAK, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Flaherty's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Flaherty seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Flaherty, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against DRINKPAK for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Flaherty seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, reading "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: DRINKPAK, LLC (via U.S. Certified Mail); DRINKPAK I LLC (via U.S. Certified Mail);
DRINKPAK CONSOLIDATED HOLDINGS, LLC (via U.S. Certified Mail)

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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21375 Needham Ranch Pkwy
Santa Clarita, CA 91321

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21375 Needham Ranch Pkwy
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DRINKPAK I LLC
21375 Needham Ranch Pkwy
Santa Clarita, CA 91321

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DRINKPAK I LLC
21375 Needham Ranch Pkwy
Santa Clarita, CA 91321

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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DRINKPAK CONSOLIDATED HOLDINGS, LLC

21375 Needham Ranch Pkwy
Santa Clarita, CA 91321



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**DRINKPAK
CONSOLIDATED
HOLDINGS, LLC**

21375 Needham Ranch Pkwy
Santa Clarita, CA 91321



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☐ Addressee

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DRINKPAK, LLC

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Santa Clarita, CA 91321



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DRINKPAK I LLC

21375 Needham Ranch Pkwy
Santa Clarita, CA 91321



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1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

March 25, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/310>)

Subject: *Keegan Flaherty v. DrinkPAK, LLC, et al.*
LWDA Case No. LWDA-CM-1088097-25 - AMENDED NOTICE

Dear PAGA Administrator:

This office represents Keegan Flaherty in connection with his claims under the California Labor Code. Mr. Flaherty was an employee of DRINKPAK, LLC; DRINKPAK I LLC; and/or DRINKPAK CONSOLIDATED HOLDINGS, LLC. For the purpose of this letter, Mr. Flaherty collectively refers to these entities as "DRINKPAK." We previously provided notice of Mr. Flaherty's claims to the California Labor and Workforce Development Agency ("LWDA") on March 24, 2025, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Mr. Flaherty's prior LWDA notice and adds an additional claim.

The employers may be contacted directly at the addresses below:

DRINKPAK, LLC
21375 NEEDHAM RANCH PKWY
SANTA CLARITA, CA 91321

DRINKPAK I LLC
21375 NEEDHAM RANCH PARKWAY
SANTA CLARITA, CA 91321

DRINKPAK CONSOLIDATED HOLDINGS, LLC
21375 NEEDHAM RANCH PARKWAY
SANTA CLARITA, CA 91321

Mr. Flaherty intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Flaherty seeks relief on behalf of himself, the State of California, and other persons who are or were employed by DRINKPAK as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

DRINKPAK employed Mr. Flaherty as an hourly paid, non-exempt employee from approximately January 2023 to November 2024 as a Forklift Operator. Mr. Flaherty worked for DRINKPAK out of its Santa Clarita facilities, located at 21375 Needham Ranch Pkwy, Santa Clarita, California 91321. During his employment, Mr. Flaherty typically worked twelve (12) hours per day and four (4) days per week. By the end of his employment, Mr. Flaherty was compensated approximately \$23.23 per hour. Mr. Flaherty's job duties included, without limitation, loading and unloading trucks.

DRINKPAK committed each of the following Labor Code violations against Mr. Flaherty, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

During the relevant period, DRINKPAK failed to provide Mr. Flaherty and other aggrieved employees with personal protective equipment, such as safety shoes, to keep them safe in the workplace. Despite the fact that DRINKPAK required Mr. Flaherty and other aggrieved employees to wear certain personal protective equipment, including slip-resistant safety boots, while engaged in their work-related duties, DRINKPAK failed to provide such reasonably necessary equipment to Mr. Flaherty and other aggrieved employees to keep them safe. Thus, DRINKPAK's failure to provide Mr. Flaherty and other aggrieved employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403.

Mr. Flaherty and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DRINKPAK into compliance with Labor Code sections 6401 and 6403, pursuant to Labor Code sections 2699(a), (f), and (k).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), and 2699.3(b), Mr. Flaherty, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against DRINKPAK for violations of California Labor Code sections 6401 and 6403.

¹ These facts, theories, and claims are based on Mr. Flaherty's experience and counsel's review of those records currently available relating to Mr. Flaherty's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Flaherty reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

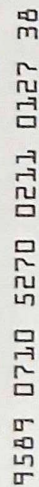
Best Regards,

A handwritten signature in black ink, reading "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: DRINKPAK, LLC (via U.S. Certified Mail); DRINKPAK I LLC (via U.S. Certified Mail);
DRINKPAK CONSOLIDATED HOLDINGS, LLC (via U.S. Certified Mail)

1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0127 38

21375 NEEDHAM RANCH PARKWAY
SANTA CLARITA, CA 91321

21375 NEEDHAM RANCH PARKWAY
SANTA CLARITA, CA 91321

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Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

21375 NEEDHAM RANCH PARKWAY
SANTA CLARITA, CA 91321

PS Form 3800, January 2023 PSN 7530-02-000-0047 See Reverse for Instructions

8E 2270 7720 0225 0720 6856

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0127 45

DRINKPAK CONSOLIDATED
HOLDINGS, LLC
21375 NEEDHAM RANCH PARKWAY
SANTA CLARITA, CA 91321

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Restricted Mail (Registered Mail, Signature Confirmation, Signature Restricted Delivery)
Postmark
Mark

9589 0710 5270 0211 0127 45

DRINKPAK CONSOLIDATED
HOLDINGS, LLC
21375 NEEDHAM RANCH PARKWAY
SANTA CLARITA, CA 91321

PS Form 3800, January 2020 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse

DRINKPAK CONSOLIDATED
HOLDINGS, LLC
21375 NEEDHAM RANCH PARKWAY
SANTA CLARITA, CA 91321

Barcode
9590 9402 8803 4005 5736 47

2. Article Number (Transmit from previous label)
9589 0710 5270 0211 0127 45

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

E. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

DRINKPAK I LLC
21375 NEEDHAM RANCH PARKWAY
SANTA CLARITA, CA 91321



9590 9402 8803 4005 5736 54

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0127 38

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

DRINKPAK CONSOLIDATED
HOLDINGS, LLC
21375 NEEDHAM RANCH PARKWAY
SANTA CLARITA, CA 91321



9590 9402 8803 4005 5736 47

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0127 45

(over \$500)

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the item.

DRINKPAK, LLC
21375 NEEDHAM RANCH PKWY
SANTA CLARITA, CA 91321



9590 9402 8803 4005 5736 61

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0127 52

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **June 2, 2025**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Michael Afar
mafar@seyfarth.com
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, CA 90067

Attorney for Defendants:
DRINKPAK, LLC; DRINKPAK I LLC; and
DRINKPAK CONSOLIDATED
HOLDINGS, LLC

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **June 2, 2025**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature