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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SONOMA

ROBIN VANN MECH, on behalf of the State of California and all Aggrieved Employees, Plaintiff, v. SUNRISE MEDICAL (US) LLC, a Delaware Limited Liability Company; NUPRODX, INC., a California Corporation; and DOES 1-100, inclusive, Defendants.	Case No.: 25CV04683 **PLAINTIFF'S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT, CAL. LABOR CODE SECTIONS 2698, *et seq.***

Plaintiff, ROBIN VANN MECH ("PLAINTIFF"), on behalf of the State of California and all Aggrieved Employees (as defined below), hereby file this Complaint against Defendants SUNRISE MEDICAL (US) LLC, a Delaware Limited Liability Company; NUPRODX, INC., a California Corporation; and DOES 1-100, inclusive ("DEFENDANTS"). PLAINTIFF is informed and believes and thereon alleges as follows:

INTRODUCTION

1. This is a representative action filed by PLAINTIFF ROBIN VANN MECH on behalf of all Aggrieved Employees and the State of California against DEFENDANTS SUNRISE MEDICAL (US) LLC, NUPRODX, INC., and DOES 1-100, inclusive, pursuant to California's Private Attorney General Act, Labor Code section 2698 *et seq.* ("PAGA"), to recover civil penalties for widespread and systematic violations of the California Labor Code.

2. DEFENDANTS violated numerous provisions of the California Labor Code, including but not limited to those relating to meal periods, rest periods, minimum wages, overtime compensation, paid sick leave, wage statements, business expense reimbursements, final pay, and recordkeeping requirements, thereby causing injury to PLAINTIFF and all Aggrieved Employees, and depriving the State of California of civil penalties provided by law.

JURISDICTION AND VENUE

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

4. Venue is proper in this judicial district and the County of Sonoma pursuant to California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within this judicial district, one or more of the DEFENDANTS' principal place of business is in this judicial district, DEFENDANTS employed PLAINTIFF and other Aggrieved Employees to work in this judicial district, or conduct alleged by PLAINTIFF herein occurred in this judicial district. *See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the defendants committed Labor Code violations against some of its employees). Venue is also proper pursuant to section 393 of the California Code of Civil Procedure because the cause, or some part of the cause, arose in the County of Sonoma. Specifically,

Defendant NUPRODX, INC., maintains a principal place of business in the County of Sonoma.

THE PARTIES

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

6. PLAINTIFF is a former non-exempt, hourly-paid employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as an Assembly Worker, Fabricator, Assembly Line Worker, Dock Worker, and/or similar job titles/positions from in or around February 2023 through in or around January 2025 at DEFENDANTS' facilities in Madera, California and other California locations.

7. Defendant, SUNRISE MEDICAL (US) LLC, is a Delaware Limited Liability Company that at all relevant times was authorized to do business in California and is doing business in California.

8. Defendant, NUPRODX, INC., is a California Corporation that at all relevant times was authorized to do business in California and is doing business in California.

9. DEFENDANTS own, operate, manage and/or staff its employees to work at manufacturing facilities, production centers, warehouses, and/or other locations in California, including but not limited to, in Madera, Fresno, San Rafael, and Sonoma, California. DEFENDANTS specialize in the manufacture of wheelchairs, shower chairs, tub slider systems, assistive mobility solutions, and related medical equipment. DEFENDANTS operate business under including but not limited to, the following brand name(s): "Sunrise Medical," "Rgk," "Zippie," "Breezy," "magic_mobility," "switch-it," "Empulse," "Ride," "Jay," "Leckey," "firefly," "Whitmyer," "Helping Hand," "Sterling," "Gemino," "Coopers," "Nuprodx Mobility," and/or "Nuprodx." DEFENDANTS, through its various locations and business operations, serve primarily the medical equipment and assistive mobility device manufacturing industry.

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

Complaint to reflect the true names and capacities of the Doe Defendants when such identities become known.

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

12. PLAINTIFF is informed and believes and thereon alleges that in or around November 2024, Defendant SUNRISE MEDICAL (US) LLC acquired and/or took over the operations of Defendant NUPRODX, INC., creating a single integrated enterprise with common ownership, centralized human resources, centralized control of labor relations, interrelated operations, and common management. Following this acquisition, DEFENDANTS operated as joint employers with unified policies, procedures, and employment practices affecting PLAINTIFF and other Aggrieved Employees.

13. DEFENDANTS maintain multiple California locations and facilities where they employ current and former Aggrieved Employees subject to the same unlawful policies and practices alleged herein.

JOINT LIABILITY

14. Under California law, the definition of the terms "to employ" are broadly construed under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3) to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49 Cal.4th 35, 64 (2010). One reason that the IWC defined "employer" in terms of exercising control

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

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

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

California; (3) DEFENDANTS utilize the same policies and procedures for all California employees, including issuing the same employee handbooks and other form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee employment matters; and (5) DEFENDANTS share employees.

17. PLAINTIFF is informed and believes, and thereon alleges that in or around November 2024, Defendant SUNRISE MEDICAL (US) LLC acquired and/or took over the operations of Defendant NUPRODX, INC., creating a single integrated enterprise with common ownership, centralized human resources, centralized control of labor relations, interrelated operations, and common management. Following this acquisition, DEFENDANTS operated as joint employers with unified policies, procedures, and employment practices affecting PLAINTIFF and other Aggrieved Employees.

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

19. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay, time-keeping practices, meal and rest periods, reimbursement of business expenses and other working conditions that were distributed to, and/or applied to PLAINTIFF and the Aggrieved Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of PLAINTIFF and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively represented to PLAINTIFF and the Aggrieved Employees that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's and Aggrieved Employees' employment with or without cause.

20. Upon information and belief, DEFENDANTS further collectively represented to

PLAINTIFF and Aggrieved Employees in writing the details of their compensation, and the manner in which they were to take meal and rest periods, the procedures required by DEFENDANTS collectively for recordation of hours worked and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

21. DEFENDANTS exercised control over PLAINTIFF's wages, hours and working conditions throughout PLAINTIFF's employment. DEFENDANTS: (1) set PLAINTIFF's work hours and provided his work schedule, including regular shift times of 6:00 AM Monday through Friday, later changed to 5:00 AM start time; (2) provided PLAINTIFF with policies regarding meal periods and rest breaks, with which PLAINTIFF was required to comply; (3) directly supervised PLAINTIFF's work through their employees including Michael Wells (Director of Operations, Manufacturing Coordinator), Richard Hagy (Assembly Manager), and Christian Whaley (Manufacturing Coordinator, Lead); (4) assigned PLAINTIFF's job duties as Assembly Worker, Fabricator, Assembly Line Worker, and Dock Worker and trained PLAINTIFF on said job duties; (5) exercised authority to reprimand and counsel PLAINTIFF regarding any issues, including work performance; (6) exercised authority to terminate PLAINTIFF's employment; (7) required PLAINTIFF to record hours worked using DEFENDANTS' timekeeping system; (8) determined whether and when PLAINTIFF would receive meal periods and rest breaks; (9) subjected PLAINTIFF to unlawfully scheduled meal periods and rest breaks; and (10) were responsible for maintaining PLAINTIFF's timekeeping records.

22. DEFENDANTS maintained unified Human Resources operations through personnel including Carmen Neri (HR & Safety Specialist), Kari Morris (Director, Human Resources NA), and Brittney Geist (HR & Payroll Specialist), who collectively controlled employment matters, wage determination, and working conditions for PLAINTIFF and all Aggrieved Employees across DEFENDANTS' California locations.

23. DEFENDANTS operated under multiple brand names including "Sunrise Medical," "Rgk," "Zippie," "Breezy," "magic_mobility," "switch-it," "Empulse," "Ride," "Jay," "Leckey," "firefly," "Whitmyer," "Helping Hand," "Sterling," "Gemino," "Coopers," "Nuprodx Mobility," and

"Nuprodx," demonstrating their integrated business operations and unified control over employment matters affecting PLAINTIFF and all Aggrieved Employees.

24. PLAINTIFF is informed and believes that DEFENDANTS exercised the same control over, applied the same policies and practices, and engaged in the same acts and omissions with regard to all other Aggrieved Employees employed at DEFENDANTS' California locations, including but not limited to facilities in Madera, Fresno, San Rafael, and Sonoma, California.

25. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS must be classified as joint employers of PLAINTIFF and all Aggrieved Employees for purposes of liability for civil penalties under PAGA, as DEFENDANTS engaged, suffered or permitted PLAINTIFF and Aggrieved Employees to perform services from which DEFENDANTS benefited, and furthermore that DEFENDANTS had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFF and Aggrieved Employees at all relevant times herein, so as to be considered the joint employers of PLAINTIFF and Aggrieved Employees.

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

PAGA ALLEGATIONS

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

> All current and former non-exempt employees employed directly and/or via staffing agency by any one or more DEFENDANTS at any location in California at any time from one year plus 65 days from the filing of the initial Complaint through the present ("PAGA Period").

28. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory

limitations period and suffered all of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged violations.

COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS

29. PLAINTIFF, on April 24, 2025, through counsel, gave written notice by online filing with the California Labor and Workforce Development Agency ("LWDA") informing it that DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged in this Complaint ("PAGA Notice"). The PAGA Notice was also sent to DEFENDANTS via certified mail. The LWDA assigned Case Number LWDA-CM-1094441-25 to PLAINTIFF's notice.

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

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

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

FACTUAL ALLEGATIONS

32. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees, worked for DEFENDANTS in the State of California. At all times referenced herein, DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and suffered and/or

permitted them to work.

33. PLAINTIFF is a former non-exempt, hourly-paid employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as an Assembly Worker, Fabricator, Assembly Line Worker, Dock Worker, and/or similar job titles/positions from in or around February 2023 through in or around January 2025 at DEFENDANTS' facilities in Madera, California and other California locations.

34. PLAINTIFF regularly worked shifts lasting at least eight (8) to twelve (12) hours per day, five (5) to six (6) days per week, with typical work schedules starting at 5:00 or 6:00 AM Monday through Friday.

35. DEFENDANTS paid PLAINTIFF hourly rates starting at $19.40, raised to $20.90 in May 2024, with a final rate of $23.50 per hour. PLAINTIFF's final overtime rate was $35.25 per hour (time and a half).

36. PLAINTIFF worked in DEFENDANTS' Cushion Stretching Department/Upholstery Department and Production Department, performing assembly line work, fabrication, and dock work duties under the direct supervision of DEFENDANTS' management including Michael Wells (Director of Operations, Manufacturing Coordinator), Richard Hagy (Assembly Manager), and Christian Whaley (Manufacturing Coordinator, Lead).

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

38. PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty (30) minute first meal breaks and were frequently required to take late meal periods due to production demands and lack of adequate relief coverage.

39. For example, PLAINTIFF was required to take meal periods late, well after the fifth hour of work. Specifically, on December 30, 2024, PLAINTIFF's meal period was taken on the fifth hour; on December 31, 2024, PLAINTIFF's meal period was taken after the ninth hour despite working a thirteen (13) hour shift with only one meal period; on January 3, 2025, PLAINTIFF's

meal period was taken after the sixth hour and lasted less than thirty (30) minutes; on January 6, 2025, PLAINTIFF's meal period was taken at 5.52 hours worked; on January 7, 2025, PLAINTIFF's meal period was taken at 5.60 hours worked; and on January 8, 2025, PLAINTIFF's meal period was taken at 5.62 hours worked.

40. Also, per DEFENDANTS' uniform policy and practice, Aggrieved Employees who worked shifts of more than ten (10) hours did not receive a second legally compliant thirty (30) minute second meal break. For example, on December 31, 2024, PLAINTIFF worked thirteen (13) hours but received only one meal period.

41. DEFENDANTS failed to instruct PLAINTIFF and other Aggrieved Employees as to the timing and duty-free nature of meal periods. DEFENDANTS did not have a compliant written meal break policy, nor did DEFENDANTS have any sort of compliant policy in practice. For example, DEFENDANTS maintained an unlawful written meal period policy that stated an employee's meal period should be taken before the end of the fifth hour of work. However, California law mandates that the meal period be taken before the end of the fifth hour of work.

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

43. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided.

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

46. For example, PLAINTIFF and other Aggrieved Employees were not provided with a third rest period on shifts over ten (10) hours as required by law.

47. Furthermore, DEFENDANTS failed to pay a rest period premium at PLAINTIFF's

and other Aggrieved Employees' respective regular rates of pay for each day in which they experienced a missed/unlawful rest period in violation of California law.

48. **Unpaid Minimum and Overtime Wages**. DEFENDANTS failed to compensate PLAINTIFF and other Aggrieved Employees for all hours worked, resulting in the underpayment of minimum and overtime wages.

49. DEFENDANTS required PLAINTIFF and other Aggrieved Employees to complete off-the-clock work outside of scheduled shifts, including but not limited to, responding to work-related phone calls and/or messages received on their phones and communications from supervisors regarding scheduled and/or other work tasks, resulting in unpaid wages and violations of minimum wage requirements.

50. Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their off-the-clock work policies and practices resulted in the underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved Employees, in violation of California law.

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

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

54. Based on information and belief, DEFENDANTS failed to incorporate all non-discretionary remuneration, including but not limited to, penalty pay, holiday pay, and other non-discretionary compensation into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other Aggrieved Employees.

55. **Inaccurate Wage Statements**. During the relevant period, DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied

with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved Employees with meal and rest periods that complied with Labor Code section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

56. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that also failed to indicate the correct name or address of the legal entity that is the employer, in violation of Labor Code section 226(a).

57. DEFENDANTS' failure to accurately list all hours worked on all wage statements caused confusion to PLAINTIFF and caused and continue to cause confusion to the Aggrieved Employees over whether they received all wages owed to them. PLAINTIFF and Aggrieved Employees were injured by DEFENDANTS' failure to provide accurate wage statements.

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

60. **Unreimbursed Business Expenses**. DEFENDANTS required PLAINTIFF and other Aggrieved Employees to incur business expenses as a direct consequence of the performance of their job duties without providing reimbursement, in violation of Labor Code section 2802. DEFENDANTS shifted the costs of doing business onto PLAINTIFF and other Aggrieved Employees requiring them to pay for business expenses, including but not limited to, the use of Aggrieved Employees' personal cell phones/mobile devices for work-related purposes.

61. For example, DEFENDANTS required PLAINTIFF to use his personal cell phone for work-related communications but failed to provide PLAINTIFF with any reimbursement for these business expenses, including the cost of the phone service, data usage, and device wear and tear associated with work use.

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

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

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

64. **Failure to Timely Pay All Wages Upon Separation of Employment**. DEFENDANTS failed to timely pay PLAINTIFF all wages that were due and owing upon termination. PLAINTIFF was terminated on January 31, 2025, but did not receive his final paycheck until February 13, 2025, nearly two weeks after termination.

65. Upon separation of employment, PLAINTIFF's final paycheck was not timely provided in violation of Labor Code sections 201-202, which require immediate payment of final wages to terminated employees.

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

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

69. Based on information and belief, the violations described herein were not isolated incidents but were the result of DEFENDANTS' uniform policies, practices, and procedures that were systematically applied to PLAINTIFF and all other Aggrieved Employees at DEFENDANTS' California locations, including but not limited to facilities in Madera, Fresno, San Rafael, and Sonoma, California.

FIRST CAUSE OF ACTION

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

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

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

Meal Period Violations

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

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

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

76. Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided"); *Brinker, supra,* 53 Cal.4th 1004.

77. As explained above, PLAINTIFF and other Aggrieved Employees were consistently unable to take timely, off duty, thirty-minute, uninterrupted first and/or second meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all of their meal periods due to production demands, understaffing, the nature and constraints of their job

duties, and/or commentary from supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

78. For example, PLAINTIFF was required to take meal periods late, well after the fifth hour of work. Specifically, on December 30, 2024, PLAINTIFF's meal period was taken on the fifth hour; on December 31, 2024, PLAINTIFF's meal period was taken after the ninth hour despite working a thirteen (13) hour shift with only one meal period; on January 3, 2025, PLAINTIFF's meal period was taken after the sixth hour and lasted less than thirty (30) minutes; on January 6, 2025, PLAINTIFF's meal period was taken at 5.52 hours worked; on January 7, 2025, PLAINTIFF's meal period was taken at 5.60 hours worked; and on January 8, 2025, PLAINTIFF's meal period was taken at 5.62 hours worked.

79. Also, per DEFENDANTS' uniform policy and practice, Aggrieved Employees who worked shifts of more than ten (10) hours did not receive a second legally compliant thirty (30) minute second meal break. For example, on December 31, 2024, PLAINTIFF worked thirteen (13) hours but received only one meal period.

80. DEFENDANTS failed to instruct PLAINTIFF and other Aggrieved Employees as to the timing and duty-free nature of meal periods. DEFENDANTS did not have a compliant written meal break policy, nor did DEFENDANTS have any sort of compliant policy in practice. For example, DEFENDANTS maintained an unlawful written meal period policy that stated an employee’s meal period should be taken before the end of the fifth hour of work. However, California law mandates that the meal period be taken before the end of the fifth hour of work.

81.

82. DEFENDANTS also failed to pay PLAINTIFF and other Aggrieved Employees an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided, in violation of California law.

84. These unlawful meal period policies and practices result in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable Wage Orders, § 20.

Rest Period Violations

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

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

87. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject

to DEFENDANTS' control due to the nature and constraints of Aggrieved Employees' job duties, production demands, understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved Employees to skip rest periods completely or otherwise take non-compliant rest periods.

88. For example, PLAINTIFF and other Aggrieved Employees were not provided with a third rest period on shifts over ten (10) hours as required by law.

89.

90. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant rest periods as required by California law.

91. Moreover, DEFENDANTS failed to pay a rest period premium to PLAINTIFF and other Aggrieved Employees at their respective regular rates of pay for each workday in which there was a missed or otherwise unlawful rest period.

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

Minimum and Overtime Wage Violations

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

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

consecutive day of work in a work week. *Ibid.*

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

96. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and Aggrieved Employees for all hours worked. DEFENDANTS required PLAINTIFF and other Aggrieved Employees to complete off-the-clock work outside of scheduled shifts, including but not limited to, responding to work-related phone calls and/or messages received on their phones and communications from supervisors regarding scheduled and/or other work tasks.

97. Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their off-the-clock work policies and practices resulted in the underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved Employees, in violation of California law.

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

99. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

100. Based on information and belief, DEFENDANTS further violated California's overtime wage laws by failing to incorporate all non-discretionary remuneration, including but not limited to, penalty pay, holiday pay, and other non-discretionary compensation into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other Aggrieved Employees.

102. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS

to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC Wage Orders, section 20.

Business Expense Violations

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

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

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

106. As described above, PLAINTIFF and the Aggrieved Employees were improperly required to pay for business expenses that are legally the responsibility of the employer. For example, DEFENDANTS required PLAINTIFF to use his personal cell phone for work-related communications but failed to provide PLAINTIFF with any reimbursement for these business expenses, including the cost of the phone service, data usage, and device wear and tear associated with work use.

107. DEFENDANTS regularly failed to reimburse and indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFF and Aggrieved Employees were entitled to be reimbursed for all reasonable expenses associated with carrying out

DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

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

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

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

Wage Statement Violations

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

112. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees with meal and rest periods that complied with Labor Code section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in

effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

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

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

DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that also failed to include the name or address of the legal entity that is the employer, in violation of Labor Code section 226(a)..

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

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

117. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as they could not easily determine whether they received all wages owed to them and whether they

were paid for all hours worked.

118. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or address of the legal entity that is the employer, PLAINTIFF and Aggrieved Employees have suffered injury as they could not contact their employer regarding any question(s) they had about wages paid.

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

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

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

Untimely Payment of Final Wages

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

124. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty

equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

125. As explained herein, DEFENDANTS failed to timely pay PLAINTIFF all wages that were due and owing upon termination. PLAINTIFF was terminated on January 31, 2025, but did not receive his final paycheck until February 13, 2025, nearly two weeks after termination.

126. Based on information and belief, upon separation of employment, other Aggrieved Employees' final paychecks were not timely provided and/or did not include all wages owed, in violation of Labor Code sections 201-202. Based on information and belief, Aggrieved Employees' final paychecks did not include all wages owed as they are devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, including but not limited to meal and rest period premiums, and other compensation owed.

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

133.

134. Under the provisions of PAGA and the above mentioned Labor Code sections, including but not limited to Labor Code sections 201-203, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 1198, 1199, 2699, 2699.3, 2802, and all applicable Wage Orders as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

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

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

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

PRAYER FOR RELIEF

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

1. For civil penalties under Labor Code Section 2699;
2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney's fees and costs of suit; and
4. For such other and further relief as this Court may deem just and proper.

Dated: July 2, 2025

CROSNER LEGAL, PC

By: ______________________

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