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*Attorneys for Plaintiff on behalf of himself
 and the Class members, the State of
 California and all Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES**

IVAN RIVERA, on behalf of himself and
 the Class Members, the State of California
 and all Aggrieved Employees,

Plaintiff,

v.

PROFESSIONAL PRODUCE; and DOES
 1through 100, inclusive.

Defendants,

Case No. 25STCV21238

Hon. William F. Highberger
 Dept. 10

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION COMPLAINT
 FOR VIOLATIONS OF:**

- (1) **Failure to Pay Minimum Wages** (Cal. Lab. Code §§ 1182.12, 1194, 1197, 1197.1, & 1198);
- (2) **Failure to Pay Overtime Wages** (Cal. Lab. Code § 510);
- (3) **Failure to Provide and/or Make Available Meal Periods** (Cal. Lab. Code §§ 226.7 & 512);
- (4) **Failure to Authorize and Permit Rest Periods** (Cal. Lab. Code § 226.7);
- (5) **Failure to Reimburse for Necessary Business Expenses** (Cal. Lab. Code § 2802);
- (6) **Failure to Provide Timely and Accurate Itemized Wage Statements** (Cal. Lab. Code §§ 226, 226.3 & 226.6);
- (7) **Failure to Timely Pay All Wages** (Cal. Lab. Code § 204);
- (8) **Waiting Time Penalties** (Cal. Lab. Code §§ 201-203);
- (9) **Failure To Keep Requisite Payroll Records** (Cal. Lab. Code § 1174(d)); and

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- (10) Unlawful Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).**
- (11) Penalties Pursuant to § 2699(f) of the Private Attorneys General Act for Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1182.12, 1194, and 1197);**
- (12) Penalties Pursuant to § 2699(f) of the Private Attorneys General Act for Failure to Pay Overtime Wages (Cal. Lab. Code § 510);**
- (13) Penalties Pursuant to § 2699(f) of the Private Attorneys General Act for Failure to Authorize and Permit and/or Make Available Meal Periods (Cal. Lab. Code §§ 226.7 and 512);**
- (14) Penalties Pursuant to § 2699(f) of the Private Attorneys General Act for Failure to Authorize and Permit and/or Make Available Rest Periods (Cal. Lab. Code § 226.7);**
- (15) Penalties Pursuant to § 2699(f) of the Private Attorneys General Act for Failure to Reimburse for Necessary Business Expenses (Cal. Lab. Code § 2802);**
- (16) Penalties Pursuant to § 2699(a) of the Private Attorneys General Act for Provide Timely and Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and**
- (17) Penalties Pursuant to § 2699(a) of the Private Attorneys General Act for Waiting Time Penalties (Cal. Lab. Code §§ 201-203, 204).**

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 1. Plaintiff Ivan Rivera (“Plaintiff”) brings this class and representative action on behalf
3 of himself, the Class, the State of California and all others similarly situated, against Professional
4 Produce and DOES 1 through 100, inclusive (collectively “Defendants”).

5 2. This action stems from Defendants’ policies and practices of: (1) failing to pay
6 Plaintiff, Aggrieved Employees, and Class Members minimum wage for all hours worked; (2)
7 failing to pay Plaintiff, Aggrieved Employees, and Class Members overtime wages; (3) failing to
8 provide or make available to Plaintiff, Aggrieved Employees, and Class Members the meal periods
9 to which they are entitled by law, and failing to pay premium compensation payment for non-
10 compliant meal breaks; (4) failing to authorize and permit rest periods, and failing to pay premium
11 compensation payment for non-compliant rest periods; (5) failing to reimburse for necessary
12 business expenses; (6) failing to provide Plaintiff, Aggrieved Employees, and Class Members with
13 timely, accurate, itemized wage statements; (7) failing to timely pay all wages to Plaintiff, Aggrieved
14 Employees, and Class Members; (8) failing to timely pay all wages upon termination to Plaintiff,
15 Aggrieved Employees, and Class Members; (9) failure to maintain accurate payroll records; and
16 (10) engaging in unfair business practices.

17 3. As a result of the violations stated herein, Plaintiff, on behalf of himself and Class
18 Members, seeks compensation, damages, penalties, and interest to the full extent permitted by the
19 California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, as well as other
20 relief requested herein.

21 4. Plaintiff also brings this action as a representative action under the Private Attorneys
22 General Action on behalf of himself, the State of California, and Defendants’ nonexempt employees
23 who worked in California (the “Aggrieved Employees”) seeking civil penalties and injunctive relief,
24 to the full extent permitted by the Private Attorneys General Action.

25 5. Finally, Plaintiff seeks reasonable attorneys’ fees and costs under the Cal. Lab. Code
26 and Cal. Code Civ. Proc. § 1021.5.

27 **PARTIES**

28 6. Plaintiff Ivan Rivera is an individual over the age of eighteen, and at all times

1 mentioned in this Complaint was a resident of the State of California.

2 7. Plaintiff was employed by Defendants as an hourly, non-exempt employee from
3 November 5, 2023, to September 26, 2024. Plaintiff worked for Defendants in Vernon, California.

4 8. Plaintiff is informed and believes, and thereon alleges, that Professional Produce is a
5 California corporation with its principal place of business in Vernon, California. Professional
6 Produce conducts substantial business operations within the state, and employs and/or has employed
7 hourly, non-exempt employees—including Plaintiff and the Class Members—within California.
8 Service of process may be effectuated upon its registered agent, Ted Kaplan, at 2570 E. 25th Street,
9 2nd Floor, Vernon, California 90058.

10 9. The true names and capacities, whether individual, corporate, associate, or otherwise,
11 of DOES 1-100, inclusive, are unknown to Plaintiff, who therefore sues the DOE Defendants by
12 fictitious names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously
13 named Defendants are responsible in some manner for the occurrences and violations as herein
14 alleged. Plaintiff will amend this Complaint to show their true names and capacities when they have
15 been ascertained.

16 10. Plaintiff is informed, believes, and thereon alleges that Defendants employ and/or
17 employed Plaintiff and Class Members because Defendants, directly or indirectly, control the
18 employment terms, including pay practices of Plaintiff and Class Members.

19 11. Plaintiff is informed and believes, and thereon alleges, that all acts and omissions
20 alleged herein were committed by Defendants, either directly or through their agents and employees,
21 and/or under the direction and control of one another. Plaintiff further alleges that these acts and
22 omissions occurred within the course and scope of such agency, employment, and/or control.
23 Plaintiff is informed, believes, and thereon alleges that Defendants directly control the operations
24 of their agents, managers, and employees throughout all of their locations in California.

25 12. Plaintiff is informed, believes, and thereon alleges, that Defendants in some manner
26 intentionally, negligently, or otherwise are responsible for the acts, omissions, occurrences, and
27 transactions alleged herein.

28 13. At all material times, Defendants have done business under the laws of California,

1 have places of business in California, including in the jurisdiction of this court, and have employed
2 Class Members in this County of Los Angeles and elsewhere in California. Defendants are a
3 “person” as defined in Cal. Lab. Code § 18 and an “employer” as that term is used in the Labor
4 Code, the IWC Wage Orders regulating wages, hours, and working conditions, and the California
5 Bus. & Prof. Code § 17201.

6 **JURISDICTION AND VENUE**

7 14. Venue is proper in this County pursuant to Cal. Code Civ. Proc. § 395.5. Defendants
8 conduct business and employ Plaintiff and Class Members in the County, and as a result, the causes
9 of action asserted arose in whole or in part in the County.

10 15. This Court has jurisdiction over Plaintiff’s claims pursuant to the Cal. Lab. Code and
11 the applicable IWC Wage Orders. The Court also has jurisdiction over Defendants because they are
12 a company authorized to do business in the State of California, and because Defendants do, in fact,
13 do business and employ workers in the State of California.

14 **FACTUAL ALLEGATIONS**

15 16. Upon information and belief, Professional Produce is an organization that specializes
16 in all facets of the fresh produce industry, including growing, shipping, distribution, and brokering.
17 Upon information and belief, Professional Produce employs approximately one hundred and fifty
18 (150) full-time workers.

19 17. Plaintiff worked for Defendants as a shipping-receiving forklift operator from
20 approximately November 5, 2023, to September 26, 2024, in Vernon, California. Plaintiff was
21 classified as a non-exempt employee and was paid a rate of approximately \$17.50 per hour, at most.

22 18. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have
23 employed hundreds of hourly, non-exempt workers in California.

24 19. Plaintiff and, upon information and belief, Class Members and Aggrieved Employees
25 routinely work in excess of eight (8) hours in a day, and in excess of forty (40) hours in a week.

26 20. Defendants routinely require Plaintiff, Aggrieved Employees, and Class Members to
27 perform work off-the-clock and without compensation. This includes but is not limited to Defendant
28 requiring Plaintiff, Aggrieved Employees, and Class Members to clock-out for meal periods but

1 continue working for the benefit of Defendants, while off the clock. Defendants stop paying
2 Plaintiff, Aggrieved Employees, and Class Members from the moment they clock out for their meal
3 break until they are required to clock back in after thirty (30) minutes at the start of their scheduled
4 shift rather than the actual time work is initiated. As a result, Defendants fail to compensate
5 employees at the minimum wage or their hourly rates for all hours worked.

6 21. Defendants also fail to pay Plaintiff, Aggrieved Employees, and Class for all overtime
7 wages due. Plaintiff, Aggrieved Employees, and Class Members are not paid all overtime wages
8 due to the time spent working off-the-clock during meal periods. In addition, Defendants exclude
9 rest breaks as time worked when calculating compensation, even though employees' statutory 10-
10 minute rest breaks are required to be paid. Hence, Defendants systematically fail to pay Plaintiff,
11 Aggrieved Employees, and Class Members overtime compensation on each and every day where
12 the shift worked exceeded eight (8) hours (inclusive of 10-minute rest breaks). For example, if
13 Rivera worked for eight (8) hours and five (5) minutes in one day, inclusive of two (2) statutory 10-
14 minute rest breaks, he would not receive overtime pay, even though he would be entitled to it.

15 22. Defendants regularly deny, and fail to provide Plaintiff, Aggrieved Employees, and
16 Class Members with, compliant 30-minute uninterrupted meal periods before the end of the fifth
17 hour of work. The causes of this include Defendants requiring Plaintiff, Aggrieved Employees, and
18 Class Members to clock out for meal periods but continue working for the benefit of Defendants,
19 and Defendants cutting breaks short or interrupting breaks.

20 23. For each day Plaintiff and Class Members work shifts over ten hours, Defendants
21 regularly deny and fail to provide Plaintiff, Aggrieved Employees, and Class Members with
22 compliant second 30-minute uninterrupted meal periods before the end of the tenth hour of work.
23 Defendants' policies, practices, and procedures prevent Plaintiff, Aggrieved Employees, and Class
24 Members from taking a second meal period at any time. Defendants do not give Plaintiff, Aggrieved
25 Employees, and Class Members the option to take a second meal period on days where they work
26 over ten (10) hours. Plaintiff, Aggrieved Employees, and Class Members are expected to continue
27 working over ten (10) hours without receiving a second meal break.

28 24. Defendants fail to pay Plaintiff, Aggrieved Employees, and Class Members meal

1 period premiums to which they are entitled for these missed, late, and otherwise non-compliant first
2 and second meal breaks.

3 25. Defendants also fail to authorize or permit off duty, paid rest periods of at least ten
4 (10) minutes of rest time for every four (4) hours of work. Defendants have implemented uniform
5 policies and practices that fail to authorize or permit off-duty, paid rest periods of at least ten (10)
6 minutes for every four (4) hours worked or major fraction thereof, as required by California law.
7 For example, Plaintiff's time records show that his rest break was frequently shortened to less than
8 10 minutes. In addition, when Plaintiff, Aggrieved Employees, and Class Members work a shift of
9 ten (10) to twelve (12) hours or more, Defendants do not provide them with the mandatory third rest
10 break. Defendants do not give Plaintiff, Aggrieved Employees, and Class Members the option to
11 take a third rest break. Instead, Plaintiff, Aggrieved Employees, and Class Members are expected to
12 continue working over ten (10) hours without receiving a third break. Finally, Defendants fail to
13 treat rest periods as compensable time worked for overtime purposes. As a result, rest breaks are not
14 properly paid, even though rest breaks are required to be paid.

15 26. Defendants fail to pay Plaintiff, Aggrieved Employees, and Class Members rest
16 period premiums to which they are entitled for these missed, late, and otherwise non-compliant rest
17 breaks.

18 27. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply
19 these meal and rest break policies and practices across all of Defendants' facilities and worksites
20 throughout California.

21 28. Defendants also deny Plaintiff, Aggrieved Employees, and Class Members
22 reimbursement for business expenditures. Plaintiff, Aggrieved Employees, and Class Members are
23 required to pay for work tools for the performance of their work duties, including by way of example
24 and not limitation, back braces for lifting and blades and blade replacements to cut the plastic on
25 pallets. Defendants do not reimburse Plaintiff, Aggrieved Employees, and Class Members for such
26 expenses, even though it should be fully reimbursed under California law.

27 29. Defendants' failure to record all hours worked, failure to pay all overtime wages, and
28 failure to provide compliant meal and rest breaks also results in a failure to provide Plaintiff,

1 Aggrieved Employees, and Class Members, accurate itemized wage statements as required by
2 California law. The wage statements Defendants provide are not accurate because they do not reflect
3 payment for all hours worked, including minimum wage, straight time, and overtime compensation,
4 and premium pay for missed meal breaks, rest breaks, and second meal breaks paid to Plaintiff,
5 Aggrieved Employees, and Class Members.

6 30. On information and belief, Aggrieved Employees and Class Members report to
7 locations owned, operated, or managed by Defendants to perform their jobs.

8 31. On information and belief, Aggrieved Employees and Class Members perform their
9 jobs under Defendants' supervision using materials and technology approved and supplied by
10 Defendants.

11 32. On information and belief, Aggrieved Employees and Class Members are required to
12 follow and abide by Defendants' common work, time, and pay policies and procedures in the
13 performance of their jobs.

14 33. On information and belief, at the end of each pay period, Aggrieved Employees and
15 Class Members receive wages from Defendants that are determined by common systems and
16 methods that Defendants select and control.

17 34. On information and belief, Defendants pay Aggrieved Employees and Members on
18 an hourly rate basis.

19 35. On information and belief, Defendants' method of paying Plaintiff, Aggrieved
20 Employees, and Class Members is willful and not based on a good faith and reasonable belief that
21 their conduct complied with California law.

22 36. On information and belief, Defendants' unlawful conduct has been widespread,
23 repeated, and consistent throughout Defendants' California locations.

24 37. Defendants know or should know that their policies and practices are unlawful and
25 unfair.

26 38. Defendants' conduct is willful, carried out in bad faith, and causes significant
27 damages to non-exempt hourly employees in an amount to be determined at trial.

28 39. All violations alleged herein are continuing and ongoing.

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40. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth

41. Plaintiff brings this case as a class action on behalf of himself and all others similarly

All current and former hourly and/or non-exempt employees of any Defendant who worked for any Defendant in California at any time during the time period starting 4 years prior to the filing of this Complaint until the resolution of this action (“the Class”).

42. This action has been brought and may properly be maintained as a class action under

a. **Numerosity:** The potential members of the Class as defined are so numerous that

b. **Commonality:** There are questions of law and fact common to Plaintiff and the Class

These common questions of law and fact include, but are not limited to:

i. Whether Defendants fail to compensate Class Members for all hours

ii. Whether Defendants fail to make available and/or provide Class Members

iii. Whether Defendants fail to authorize and permit, make available, and/or

- 1 iv. Whether Defendants fail to pay premiums for missed or non-compliant
2 meal or rest periods to which Class Members are entitled in violation of
3 Cal. Lab. Code and Wage Orders 4, and alternatively 8 and/or 13:
- 4 v. Whether Defendants fail to reimburse Class Members for reasonable and
5 necessary business expenses in violation of the California Labor Code §
6 2802;
- 7 vi. Whether Defendants fail to provide Class Members with timely, accurate,
8 itemized wage statements in violation of the Cal. Lab. Code and Wage
9 Orders 4 and alternatively 8 and/or 13;
- 10 vii. Whether Defendants fail to maintain accurate records required by Cal.
11 Lab. Code § 1174;
- 12 viii. Whether Defendants fail to pay timely all wages due during employment
13 in violation of Cal. Lab. Code § 204;
- 14 ix. Whether Defendants fail to pay all wages due upon the conclusion of
15 employment in violation of Cal. Lab. Code §§ 201-03;
- 16 x. Whether Defendants violate Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by:
- 17 (a) failing to compensate Class Members for all hours worked,
18 including at minimum wages and overtime compensation;
- 19 (b) failing to authorize and permit, make available, and/or provide
20 Class Members compliant meal and rest periods to which they are
21 entitled;
- 22 (c) failing to reimburse Class Members for reasonable and necessary
23 business expenses
- 24 (d) failing to provide Class Members with timely, accurate itemized
25 wage statements;
- 26 (e) failing to provide Class Members with all wages owed during
27 employment; and
- 28 (f) failing to provide Class Members with all wages owed upon

separation of employment.

xi. The proper formula for calculating restitution, damages, and penalties owed to Plaintiff and the Class as alleged herein.

c. **Typicality:** Plaintiff's claims are typical of the claims of the Class. Defendants' common course of conduct in violation of law as alleged herein has caused Plaintiff and Class Members to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the Class.

d. **Adequacy of Representation:** Plaintiff is a member of the Class, does not have any conflicts of interest with other Class Members, and will prosecute the case vigorously on behalf of the Class. Counsel representing Plaintiff is competent and experienced in litigating large employment class actions, including wage and hour cases. Plaintiff will fairly and adequately represent and protect the interests of the Class Members.

e. **Superiority of Class Action:** A class action is superior to other available means as the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each Class member has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

43. The Class may also be certified because the prosecution of separate actions by the individual members of the Class would create a risk of inconsistent or varying adjudication with respect to individual members of the Class, and, in turn, would establish incompatible standards of conduct for Defendants.

44. If each individual Class Member were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each member of the Class with Defendants' vastly superior financial legal resources.

45. Requiring each individual Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by the Class Members who would be disinclined to pursue these claims against Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers, and well-being.

46. Plaintiff also seeks certification of the Class to the extent applicable under CCP 382 on the grounds that the party opposing the Class has acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole.

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wages for All Hours Worked

Pursuant to Cal. Lab. Code §§ 1182.12, 1194, 1197, 1197.1, and 1198

(On Behalf of Plaintiff and Class Against Defendants)

47. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

48. During the applicable statutory period, Cal. Lab. Code §§ 1182.12, 1194, and 1197, 1197.1, 1198 and IWC Wage Order No. 4-2001(4) were in full force and effect, and required that Defendants' hourly employees receive the minimum wage for all hours worked irrespective of whether nominally paid on a piece rate, or any other basis, at the rate of fourteen dollars (\$14.00) per hour commencing January 1, 2021; at the rate of fifteen dollars (\$15.00) commencing January 1, 2022; at the rate of fifteen dollars and fifty cents (\$15.50) commencing January 1, 2023; at the rate of sixteen dollars (\$16.00) commencing January 1, 2024; and at the rate of sixteen dollars and fifty cents (\$16.50) commencing January 1, 2025.

49. Cal. Lab. Code § 1197.1 provides, in relevant part:

(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent

violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

50. Cal. Lab. Code §1194 states:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

51. IWC Wage Orders 4 and alternatively 8 and/or 13-2001(2)(L) defines "hours worked" 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."

52. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

53. Cal. Lab. Code §1194.2 provides that, in any action under Section 1194 to recover wages because of the payment of a wage less than minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

54. Defendants willfully engaged—and continue to engage—in a policy and practice of not compensating Plaintiff and Class Members for all hours worked, including minimum wage, or spent in Defendants' control.

55. Plaintiff and Class Members are denied minimum wage compensation, which they are lawfully owed pursuant to Cal. Lab. Code § 1182.12.

56. Defendants fail to track Plaintiff and Class Members' actual hours worked and consequently fail to pay Plaintiff and Class Members for all hours worked, including minimum wage. In violation of California law, Defendants knowingly and willfully refuse to perform their obligations to provide Plaintiff and Class Members with at least minimum wage compensation for all time worked.

57. Therefore, Defendants have committed, and continue to commit, the acts alleged

1 herein knowingly and willfully, and in conscious disregard of the Plaintiff and Class Members'
2 rights. Plaintiff and Class Members are thus entitled to recover nominal, actual, and compensatory
3 damages, plus interest, attorneys' fees, expenses, and costs of suit.

4 58. Defendants have maintained policies and procedures which create a working
5 environment where hourly employees are routinely compensated at a rate that is less than the
6 statutory minimum wage.

7 59. As a direct and proximate result of the unlawful acts and/or omissions of Defendants,
8 Plaintiff and Class Members have been deprived of minimum wages in an amount to be determined
9 at trial, and are entitled to a recovery of such amount, plus liquidated damages, plus interest thereon,
10 attorneys' fees, and costs of suit pursuant to Cal. Lab. Code §§ 1194, 1194.2, and 1197.1.

11 Wherefore, Plaintiff and the Class request relief as hereinafter provided.

12 **SECOND CAUSE OF ACTION**

13 **Failure to Pay Overtime Wages**

14 **Pursuant to Cal. Lab. Code § 510**

15 **(On Behalf of Plaintiff and Class Against Defendants)**

16 60. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
17 herein.

18 61. Defendants do not compensate Plaintiff and Class Members at the appropriate
19 overtime rate, as required by California law.

20 62. Cal. Lab. Code § 510 provides, in pertinent part, that:

21 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
22 one workday and any work in excess of 40 hours in any one workweek and the first
23 eight hours worked on the seventh day of work in any one workweek shall be
24 compensated at the rate of no less than one and one-half times the regular rate of pay
25 for an employee. Any work in excess of 12 hours in one day shall be compensated at
the rate of no less than twice the regular rate of pay for an employee. In addition, any
work in excess of eight hours on any seventh day of a workweek shall be compensated
at the rate of no less than twice the regular rate of pay of an employee.

26 63. The IWC Wage Orders 4 and alternatively 8 and/or 13-2001(3)(A)(1) states:

27 The following overtime provisions are applicable ... employees shall not be employed
28 more than eight (8) hours in any workday or more than 40 hours in any workweek
unless the employee receives one and one-half (1 ½) times such employee's regular
rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of

labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than: . . . One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and ... [d]ouble the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

64. Cal. Lab. Code § 1194(a) provides that:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

65. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation." All such wages are subject to California's overtime requirements, including those set forth above.

66. Plaintiff and Class Members work overtime hours for Defendants without being paid overtime premiums, or when paid overtime premiums not being paid at the appropriate rate in violation of the Cal. Lab. Code, the applicable IWC Wage Order, and other applicable law.

67. Defendants have knowingly and willfully refused to perform their obligation to provide Plaintiff and Class Members with premium wages for all overtime work. As a proximate result of the aforementioned violations, Defendants have damaged Plaintiff and Class Members in amounts to be determined according to proof at time of trial.

68. Defendants are liable to Plaintiff and Class Members alleged herein for the unpaid overtime and civil penalties, with interest thereon. Furthermore, Plaintiff is entitled to an award of attorneys' fees and costs as set forth below.

69. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

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1 77. Despite these requirements, Defendants have knowingly and willfully refused to
2 perform their obligation to provide or make available to Plaintiff and Class Members the ability to
3 take the off-duty meal periods to which they are entitled.

4 78. Defendants also fail to properly pay Plaintiff and Class Members one (1) hour of pay
5 for each day an off-duty second meal period was denied. Defendants' conduct described herein
6 violates Cal. Lab. Code §§ 226.7 and 512. Therefore, pursuant to Cal. Lab. Code § 226.7(b), Plaintiff
7 and Class Members are entitled to compensation for the failure to provide or make available meal
8 periods and second meal periods, plus interest, attorneys' fees, expenses and costs of suit.

9 79. As a proximate result of the aforementioned violations, Plaintiff and Class Members
10 have been damaged in an amount according to proof at time of trial.

11 80. Wherefore, Plaintiff and Class Members request relief as hereinafter provided.

12 **FOURTH CAUSE OF ACTION**

13 **Failure to Authorize and Permit and/or Make Available Rest Periods**

14 **Pursuant to Cal. Lab. Code § 226.7**

15 **(On Behalf of Plaintiff and Class Against All Defendants)**

16 81. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
17 herein.

18 82. Cal. Lab. Code § 226.7 and the applicable Wage Order require employers to authorize
19 and permit non-exempt workers to take ten minutes of net rest time per four (4) hours or major
20 fraction thereof of work, and to pay non-exempt workers their full wages during those rest periods.
21 Unless the employee is relieved of all duty during the ten-minute rest period, the employee is
22 considered "on duty" and the rest period is counted as time worked under the applicable Wage
23 Orders.

24 83. Under Cal. Lab. Code § 226.7(b) an employer must pay an employee denied a
25 required rest period one hour of pay at the employee's regular rate of compensation for each
26 workday that the rest period was not authorized and permitted and/or not made available.

27 84. Despite these requirements, Defendants knowingly and willfully refuse to perform
28 their obligations. to authorize and permit and/or make available to Plaintiff and Class Members their

1 rest periods. Defendants fail to authorize and permit and/or make available to Plaintiff and Class
2 Members 10-minute, uninterrupted, duty-free rest periods. Further, when Plaintiff and Class
3 Members work a shift of ten (10) to twelve (12) hours or more, Defendants do not provide them
4 with the mandatory third rest break. Defendants do not give Plaintiff and Class Members the option
5 to take a third rest break. Instead, Plaintiff and Class Members are expected to continue working
6 over ten (10) hours without receiving a third break. Finally, Defendants fail to treat rest periods as
7 compensable time worked for overtime purposes, and consequently rest breaks are not properly
8 paid.

9 85. Plaintiff and Class Members also do not receive premium pay for their missed and/or
10 non-compliant rest breaks, as required by California law.

11 86. Therefore, pursuant to Cal. Lab. Code § 226.7(b), Plaintiff and Class Members are
12 entitled to compensation for the failure to authorize and permit and/or make available a third rest
13 period, plus interest, attorneys' fees, expenses, and costs of suit.

14 87. As a proximate result of the aforementioned violations, Plaintiff and Class Members
15 have been damaged in an amount according to proof at time of trial.

16 88. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

17 **FIFTH CAUSE OF ACTION**

18 **Failure to Reimburse for Necessary Business Expenditures**

19 **Pursuant to Cal. Lab. Code § 2802**

20 **(On Behalf of Plaintiff and Class Against All Defendants)**

21 89. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
22 herein.

23 90. Defendants do not reimburse Plaintiff and Class Members for necessary business
24 expenditures.

25 91. Cal. Lab. Code § 2802 provides, in relevant part:

26 An employer shall indemnify his or her employee for all necessary expenditures or
27 losses incurred by the employee in direct consequence of the discharge of his or her
28 duties ... For the purposes of this section, the term "necessary expenditures or losses"
shall include all reasonable costs, including, but not limited to, attorney's fees incurred
by the employee enforcing the rights granted by this section.

92. Defendants regularly require Plaintiff and Class Members to pay out-of-pocket expenses like blades holder and blades replacements, braces for lifting, and other necessary tools to complete their tasks.

93. Defendants are liable to Plaintiff and the Class Members for the unreimbursed expenses and civil penalties, with interest thereon. Furthermore, Plaintiff is entitled to an award of attorneys' fees and costs as set forth below.

94. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

Pursuant to Cal. Lab. Code §§ 226, 226.3, and 226.6

(On Behalf of Plaintiff and Class Against Defendants)

95. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

96. Defendants do not provide Plaintiff and Class Members with accurate itemized wage statements as required by California law.

97. Cal. Lab. Code § 226(a) provides that:

An employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of their 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..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California...

98. The IWC Wage Order also establishes this requirement. (*See* IWC Wage Orders 4-2001(7)(B).

1 99. Cal. Lab. Code § 226.3 provides, in relevant part:

2 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
3 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
4 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
5 in a subsequent citation, for which the employer fails to provide the employee a wage
6 deduction statement or fails to keep the records required in subdivision (a) of Section
7 226.

8 100. Cal. Lab. Code 226.6 provides, in relevant part:

9 Any employer who knowingly and intentionally violates the provisions of Section 226,
10 or any officer, agent, employee, fiduciary, or other person who has the control, receipt,
11 custody, or disposal of, or pays, the wages due any employee, and who knowingly and
12 intentionally participates or aids in the violation of any provision of Section 226 is
13 guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than
14 one thousand dollars (\$1,000) or be imprisoned not to exceed one year, or both, at the
15 discretion of the court.

16 101. Cal. Lab. Code § 226(e) provides:

17 An employee suffering injury as a result of a knowing and intentional failure by an
18 employer to comply with subdivision (a) is entitled to recover the greater of all actual
19 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
20 one hundred dollars (\$100) per employee for each violation in a subsequent pay
21 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and is
22 entitled to an award of costs and reasonable attorney's fees.

23 102. Defendants do not provide timely, accurate, itemized wage statements to Plaintiff and
24 Class Members in accordance with Cal. Lab. Code § 226(a) and the IWC Wage Orders. The wage
25 statements Defendants provide their employees, including Plaintiff and Class Members, do not
26 accurately reflect the actual gross wages earned and/or actual net wages earned, including meal/rest
27 period premium payments, all deductions taken, all hours worked, and the resulting violations
28 described herein.

 103. Defendants are liable to Plaintiff and the Class Members for the amounts described
above in addition to the civil penalties set forth below, with interest thereon. Furthermore, Plaintiff
is entitled to an award of attorneys' fees and costs as set forth below, pursuant to Cal. Lab. Code §
226(e).

 104. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Timely Pay All Wages**

3 **Pursuant to Cal. Lab. Code § 204**

4 **(On Behalf of Plaintiff and Class Against Defendants)**

5 105. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
6 herein.

7 106. Cal. Lab. Code § 204 provides that all wages earned by any person in any employment
8 between the 1st and 15th days, inclusive of any calendar month, other than those wages due upon
9 termination of an employee, are due and payable between the 16th and the 26th day of the month
10 during which the labor was performed.

11 107. Cal. Lab. Code § 204 provides that all wages earned by any person in any employment
12 between the 16th and the last day, inclusive of any calendar month, other than those wages due upon
13 termination of an employee, are due and payable between the 1st and the 10th day of the following
14 month.

15 108. Cal. Lab. Code § 204 provides that all wages earned for labor in excess of the normal
16 work period shall be paid no later than the payday for the next regular payroll period.

17 109. During the relevant time period, Defendants intentionally and willfully failed to pay
18 Plaintiff and the other Class Members all wages due, including minimum wages, overtime wages,
19 straight time, and premium wages for missed or non-compliant meal and rest periods, within any
20 time period permissible under Cal. Lab. Code § 204.

21 110. Plaintiff and the other class members are entitled to recover all remedies available for
22 violations of Cal. Lab. Code § 204.

23 111. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

24 **EIGHTH CAUSE OF ACTION**

25 **Waiting Time Penalties**

26 **Pursuant to Cal. Lab. Code §§ 201-203**

27 **(On Behalf of Plaintiff and Class Against Defendants)**

28 112. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth

1 herein.

2 113. Cal. Lab. Code §201 provides:

3 If an employer discharges an employee, the wages earned and unpaid at the time of
4 discharge are due and payable immediately.

5 114. Cal. Lab. Code §202 provides:

6 If an employee not having a written contract for a definite period quits his or her
7 employment, his or her wages shall become due and payable not later than 72 hours
8 thereafter, unless the employee has given 72 hours previous notice of his or her
9 intention to quit, in which case the employee is entitled to his or her wages at the time
10 of quitting.

11 115. Cal. Lab. Code §203 provides, in relevant part:

12 If an employer willfully fails to pay, without abatement or reduction, in accordance
13 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
14 or who quits, the wages of the employee shall continue as a penalty from the due date
15 thereof at the same rate until paid or until an action therefor is commenced; but the
16 wages shall not continue for more than 30 days.

17 116. Plaintiff and Class Members have left their employment with Defendants during the
18 statutory period, at which time Defendants owed them their unpaid wages. Defendants willfully
19 refused and continue to refuse to pay Plaintiff and the Class Members all the wages that were due
20 and owed to them, including but not limited to minimum wages, overtime wages, and meal and rest
21 period premium pay, and other unpaid wages, upon the end of their employment. As a result of
22 Defendants' actions, the Plaintiff and the Class have suffered and continue to suffer substantial
23 losses, including lost earnings and interest.

24 117. Defendants' willful failure to pay Plaintiff and the Class Members the wages due and
25 owed to them constitutes a violation of Cal. Lab. Code §§ 201-202. As a result, Defendants are
26 liable to Plaintiff and the Class Members for all penalties owing pursuant to Cal. Lab. Code §§ 201-
27 203.

28 118. In addition, section 203 provides that an employee's wages will continue as a penalty
up to thirty (30) days from the time the wages were due. Therefore, the Plaintiff and the Class
Members are entitled to penalties pursuant to Cal. Lab. Code § 203, plus interest.

119. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

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1 127. Cal. Bus. & Prof. Code § 17204 allows a person injured by unfair business acts or
2 practices to prosecute a civil action for violation of the UCL.

3 128. Cal. Lab. Code § 90.5(a) states it is the public policy of California to vigorously
4 enforce minimum labor standards in order to ensure employees are not required to work under
5 substandard and unlawful conditions, and to protect employers who comply with the law from those
6 who attempt to gain competitive advantage at the expense of their workers by failing to comply with
7 minimum labor standards.

8 129. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4)
9 years prior to the filing of this lawsuit, Defendants have committed acts of unfair competition as
10 defined by the UCL, by engaging in the unlawful, unfair, and fraudulent business acts and practices
11 described in this Complaint, including, but not limited to:

- 12 a. violations of Cal. Lab. Code §§ 225.5, 1182.12, 1194, 1997, 1197.1, 1198 and
13 IWC Wage Orders 4 and alternatively 8 and/or 13-2001 pertaining to payment
14 of wages, including minimum wage, for all hours worked;
- 15 b. violations of Cal. Lab. Code § 510 and IWC Wage Orders 4 and alternatively 8
16 and/or 13-2001 pertaining to overtime;
- 17 c. violations of Cal. Lab. Code §§ 226.7 and 512 and Wage Orders 4 and
18 alternatively 8 and/or 13-2001 pertaining to meal and rest breaks;
- 19 d. violations of Cal. Lab. Code § 2802, pertaining to reimbursement of business
20 expenses;
- 21 e. violations of Cal. Lab. Code § 204 pertaining to payment of all wages due during
22 employment; and
- 23 f. violations of Cal. Lab. Code §§ 201-203 pertaining to payment of all wages due
24 upon the end of employment.

25 130. The violations of these laws and regulations, as well as of the fundamental California
26 public policies protecting wages, serve as unlawful predicate acts and practices for purposes of Cal.
27 Bus. & Prof. Code §§ 17200, *et seq.*

28 131. The acts and practices described above constitute unfair, unlawful, and fraudulent

1 business practices, and unfair competition, within the meaning of Cal. Bus. & Prof. Code §§ 17200,
2 *et seq.* Among other things, the acts and practices of Defendants have taken from Plaintiff and the
3 Class wages rightfully earned by them, while enabling Defendants to gain an unfair competitive
4 advantage over law-abiding employers and competitors.

5 132. Cal. Bus. & Prof. Code § 17203 provides that a court may make such orders or
6 judgments as may be necessary to prevent the use or employment by any person of any practice
7 which constitutes unfair competition.

8 133. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
9 and Class Members have suffered a loss of money and property, in the form of unpaid wages, which
10 are due and payable.

11 134. Cal. Bus. & Prof. Code § 17203 provides that the Court may restore to any person in
12 interest any money or property which may have been acquired by means of such unfair competition.
13 Plaintiff and Class Members are entitled to restitution pursuant to Cal. Bus. & Prof. Code § 17203
14 for all wages and payments unlawfully withheld from employees during the four-year period prior
15 to the filing of this Complaint. Plaintiff's success in this action will enforce important rights
16 affecting the public interest and, in that regard, Plaintiff sues on behalf of himself, as well as others
17 similarly situated. Plaintiff and Class Members seek and are entitled to unpaid wages, declaratory
18 relief, and all other equitable remedies owing to them.

19 135. Plaintiff herein takes upon himself enforcement of these laws and lawful claims.

20 136. There is a financial burden involved in pursuing this action. This action is seeking to
21 vindicate public rights, and it would be against the interests of justice to penalize Plaintiff by forcing
22 him to pay attorneys' fees from any recovery thereof. Attorneys' fees are appropriate pursuant to
23 Cal. Code Civ. Procedure § 1021.5 and otherwise.

24 137. Wherefore, Plaintiff and the Class request relief as hereinafter provided.
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ELEVENTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

For Violations of Cal. Lab. Code §§ 1182.12, 1194, and 1197

(Failure to Pay Minimum Wage)

138. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

139. Defendants fail to compensate Plaintiff and Aggrieved Employees with at least minimum wage for all hours worked or spent in Defendants' control.

140. During the applicable statutory period, Cal. Lab. Code §§ 1182.12 and 1197, and the Minimum Wage Order were in full force and effect, and required that Defendants' hourly employees receive the minimum wage for all hours worked irrespective of whether nominally paid on a piece rate, or any other basis, at the rate of sixteen dollars (\$16.00) per hour commencing January 2024; at the rate of fifteen dollars and fifty cents (\$15.50) commencing January 1, 2023; and at the rate of sixteen dollars and fifty cents (\$16.50) commencing January 1, 2025.

141. Cal. Lab. Code § 1194 states:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

142. IWC Wage Orders 4-2001(2)(L), 8-2001(2)(G), and 13-2001(2)(G) define hours worked 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. . . ."

143. Defendants maintain policies and procedures which create a working environment where hourly employees are routinely compensated at a rate that is less than the statutory minimum wage. Defendants fail to track Plaintiff and Class Members' actual hours worked and consequently fail to pay Plaintiff and Class Members for all hours worked, including minimum wage. In violation of California law, Defendants knowingly and willfully refuse to perform their obligations to provide Plaintiff and Class Members with at least minimum wage compensation for all time worked.

144. As a direct and proximate result of the unlawful acts and/or omissions of Defendants,

1 Plaintiff and Aggrieved Employees have been deprived of minimum wages as required by law.

2 145. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)
3 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that
4 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
5 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
6 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
7 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
8 more employees.

9 146. Plaintiff seeks to recover civil penalties from Defendants for their failure to pay
10 minimum wages in violation of Cal. Lab. Code §§ 1182.12, 1194, and 1197 throughout California
11 on behalf of himself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab.
12 Code § 2699(f).

13 147. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), Plaintiff provided the LWDA
14 notice of his intention to file his claims. Sixty-five calendar days have passed without notice from
15 the LWDA. Plaintiff therefore satisfied the administrative prerequisites for this civil action in
16 compliance with § 2699.3(a).

17 148. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
18 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
19 award of attorneys' fees and costs as set forth below.

20 149. Wherefore, Plaintiff requests relief as hereinafter provided

21 **TWELFTH CAUSE OF ACTION**

22 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

23 **for Violations of Cal. Lab. Code § 510**

24 **(Failure to Pay Overtime Wages)**

25 150. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
26 herein.

27 151. Defendants do not properly compensate Plaintiff and Aggrieved Employees with the
28 appropriate overtime and double time rate, as required by California law.

1 152. Cal. Lab. Code § 510 provides, in pertinent part, that:

2 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
3 one workday and any work in excess of 40 hours in any one workweek and the first
4 eight hours worked on the seventh day of work in any one workweek shall be
5 compensated at the rate of no less than one and one-half times the regular rate of pay
6 for an employee. Any work in excess of 12 hours in one day shall be compensated at
7 the rate of no less than twice the regular rate of pay for an employee.

8 153. The IWC Wage Orders 4-2001(3)(A)(1) 8-2001(3)(A)(1), 13-2001(3)(A)(1) state:

9 "The following overtime provisions are applicable ... employees shall not be employed more than
10 eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives
11 one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours
12 in the workweek. Eight (8) hours of labor constitutes a day's work."

13 154. Cal. Lab. Code § 1194(a) provides that:

14 Notwithstanding any agreement to work for a lesser wage, any employee receiving
15 less than the legal minimum wage or the legal overtime compensation applicable to
16 the employee is entitled to recover in a civil action the unpaid balance of the full
17 amount of this minimum wage or overtime compensation, including interest thereon,
18 reasonable attorneys' fees, and costs of suit.

19 155. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by
20 employees of every description, whether the amount is fixed or ascertained by the standard of time,
21 task, piece, commission basis or other method of calculation." All such wages are subject to
22 California's overtime requirements, including those set forth above.

23 156. Defendants regularly require Plaintiff and Aggrieved Employees to work in excess of
24 eight (8) hours per day and/or forty (40) hours per week, but do not compensate them at the
25 appropriate overtime and double time rates for all this work. For instance, Plaintiff and Aggrieved
26 Employees do not receive overtime compensation for time spent working off-the-clock.
27 Additionally, Defendants unlawfully fail to include Plaintiff's and Aggrieved Employees' legally
28 required 10-minute rest breaks when calculating time worked for purposes of overtime pay.

157. Plaintiff and Aggrieved Employees work overtime hours for Defendants without
being paid overtime premiums in violation of the Cal. Lab. Code, applicable IWC Wage Orders,
and other applicable law.

158. Defendants knowingly and willfully refused to perform their obligation to provide

1 Plaintiff and Aggrieved Employees with premium wages for all overtime work.

2 159. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)
3 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that
4 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
5 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
6 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
7 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
8 more employees.

9 160. Plaintiff seeks to recover civil penalties from Defendants for their failure to pay
10 overtime wages in violation of Cal. Lab. Code §§ 510 and 1194 throughout California on behalf of
11 herself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code §
12 2699(f).

13 161. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), Plaintiff provided the LWDA
14 notice of his intention to file his claims. Sixty-five calendar days have passed without notice from
15 the LWDA. Plaintiff therefore satisfied the administrative prerequisites for this civil action in
16 compliance with § 2699.3(a).

17 162. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
18 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
19 award of attorneys' fees and costs as set forth below.

20 163. Wherefore, Plaintiff requests relief as hereinafter provided.

21 **THIRTEENTH CAUSE OF ACTION**

22 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

23 **For Violations of Cal. Lab. Code §§ 226.7 and 512**

24 **(Meal Periods and Failure to Provide Premium Pay Therefrom)**

25 164. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
26 herein.

27 165. Defendants routinely fail to authorize, permit and/or make available compliant meal
28 periods to Plaintiff and Aggrieved Employees.

1 166. Cal. Lab. Code §§ 226.7 and 512 and the applicable Wage Orders require Defendants
2 to authorize and permit meal periods to its employees. Cal. Lab. Code §§ 226.7 and 512 and the
3 Wage Orders prohibit employers from employing an employee for more than five (5) hours without
4 a meal period of not less than thirty minutes, and from employing an employee more than ten (10)
5 hours per day without providing the employee with a second meal period of not less than thirty (30)
6 minutes.

7 167. Under Cal. Lab. Code § 226.7(b) and the applicable Wage Orders, an employer who
8 fails to provide a required meal period must, as compensation, pay the employee one hour of pay at
9 the employee's regular rate of compensation for each workday that the meal period was not
10 authorized and permitted.

11 168. Unless the employee is relieved of all duty during the thirty-minute meal period, the
12 employee is considered "on duty" and the meal period is counted as time worked under the
13 applicable Wage Orders.

14 169. Despite these requirements, Defendants knowingly and willfully refused to perform
15 its obligations to authorize and permit and/or make available to Plaintiff and Aggrieved Employee
16 the ability to take the full, off-duty, 30-minute first and second meal periods to which they are
17 entitled.

18 170. Plaintiff and Aggrieved Employees do not receive the requisite premium pay for their
19 missed meal periods as required by California law.

20 171. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)
21 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that
22 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
23 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
24 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
25 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
26 more employees.

27 172. Plaintiff seeks to recover civil penalties from Defendants for their violations of the
28 meal period requirements of Cal. Lab. Code §§ 226.7 and 512 throughout California on behalf of

1 himself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code § 2699(f)

2 173. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), Plaintiff provided the LWDA
3 notice of his intention to file his claims. Sixty-five calendar days have passed without notice from
4 the LWDA. Plaintiff therefore satisfied the administrative prerequisites for this civil action in
5 compliance with § 2699.3(a).

6 174. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
7 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
8 award of attorneys' fees and costs as set forth below.

9 175. Wherefore, Plaintiff requests relief as hereinafter provided.

10 **FOURTEENTH CAUSE OF ACTION**

11 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

12 **for Violations of Cal. Lab. Code § 226.7**

13 **(Rest Breaks and Failure to Pay Premiums Therefrom)**

14 176. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
15 herein.

16 177. Defendants routinely fail to make rest periods available to Plaintiff and Aggrieved
17 Employees. When available, if ever, their rest breaks are often not compliant. Instead, they are
18 generally untimely, interrupted, and/or shortened. Plaintiff and Aggrieved Employees also do not
19 receive premium pay for their missed rest breaks as required by California law.

20 178. Cal. Lab. Code §§ 226.7 and the applicable Wage Orders require employers to
21 authorize and permit non-exempt workers to take ten minutes of net rest time per four hours or
22 major fraction thereof of work, and to pay non-exempt workers their full wages during those rest
23 periods. Unless the employee is relieved of all duty during the ten-minute rest period, the employee
24 is considered "on duty" and the rest period is counted as time worked under the applicable Wage
25 Orders.

26 179. Under Cal. Lab. Code § 226.7(b) an employer must pay an employee denied a
27 required rest period is required to pay one hour of pay at the employee's regular rate of compensation
28 for each workday that the rest period was not authorized and permitted and/or not made available.

1 180. Despite these requirements, Defendants knowingly and willfully refuse to perform
2 their obligations to authorize and permit and/or make available to Plaintiff and Aggrieved
3 Employees the ability to take compliant rest periods to which they are entitled. Defendants also fail
4 to pay Plaintiff and Aggrieved Employees one hour of pay for each day Plaintiff and Aggrieved
5 Employees are denied compliant rest periods. Defendants' conduct described herein violates Cal.
6 Lab. Code § 226.7.

7 181. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)
8 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that
9 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
10 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
11 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
12 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
13 more employees.

14 182. Plaintiff seeks to recover civil penalties from Defendants for their violations of the
15 rest period requirements of Cal. Lab. Code § 226.7 throughout California on behalf of himself, the
16 State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code § 2699(f).

17 183. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), Plaintiff provided the LWDA
18 notice of his intention to file his claims. Sixty-five calendar days have passed without notice from
19 the LWDA. Plaintiff therefore satisfied the administrative prerequisites for this civil action in
20 compliance with § 2699.3(a).

21 184. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
22 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
23 award of attorneys' fees and costs as set forth below.

24 185. Wherefore, Plaintiff requests relief as hereinafter provided.
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FIFTEENTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

For Violations of Cal. Lab. Code § 2802

(Reimbursement for Necessary Business Expenses)

186. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

187. Defendants do not reimburse Plaintiff and Aggrieved Employees for all necessary business expenditures and losses incurred as a direct consequence of the discharge of their work duties.

188. Cal. Lab. Code § 2802 provides, in relevant part:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. ... For the purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.

189. Defendants fail to provide Plaintiffs and Aggrieved Employees reimbursement for all necessary expenditures or losses incurred by Plaintiff and Aggrieved Employees in direct consequence of the discharge of their duties, or as a result of their obedience to the directions of Defendants. Defendants regularly require Plaintiff and Aggrieved Employees to pay out-of-pocket expenses necessary to perform their daily work assignments. For example, these expenses include, but are not limited to, blade holders, blade replacements and braces to assist with heavy lifting. However, Defendants do not reimburse their workers for these expenditures.

190. Defendants’ failure to reimburse for necessary business expenses is a violation of Cal. Lab. Code § 2802.

191. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does not provide a civil penalty if, at the time of the violation, the employer employs one or more employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision

1 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
2 more employees.

3 192. Plaintiff seeks to recover civil penalties from Defendants for their failure to reimburse
4 for all necessary business expenses in violation of Cal. Lab. Code § 2802 and the applicable wage
5 on behalf of himself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab.
6 Code § 2699(f).

7 193. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), Plaintiff provided the LWDA
8 notice of his intention to file his claims. Sixty-five calendar days have passed without notice from
9 the LWDA. Plaintiff therefore satisfied the administrative prerequisites for this civil action in
10 compliance with § 2699.3(a).

11 194. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
12 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
13 award of attorneys' fees and costs as set forth below.

14 195. Wherefore, Plaintiff requests relief as hereinafter provided.

15 **SIXTEENTH CAUSE OF ACTION**

16 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

17 **For Violations of Cal. Lab. Code § 226**

18 **(Accurate, Itemized Wage Statements)**

19 196. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
20 herein.

21 197. Defendants do not provide Plaintiff and Aggrieved Employees with accurate,
22 itemized wage statements as required by California law.

23 198. Cal. Lab. Code § 226(a) provides that:

24 An employer, semimonthly or at the time of each payment of wages, shall furnish to
25 his or her employee, either as a detachable part of the check, draft, or voucher paying
26 the employee's wages, or separately if wages are paid by personal check or cash, an
27 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
28 worked by the employee, except as provided in subdivision (j), (3) the number of
piece-rate units earned and any applicable piece rate if the employee is paid on a
piecerate basis, (4) all deductions, provided that all deductions made on written orders
of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
the inclusive dates of the period for which the employee is paid, (7) the name of the
employee and 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 by the employee ... The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

199. The IWC Wage Orders also establish this requirement.

200. Cal. Lab. Code § 226(e) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and is entitled to an award of costs and reasonable attorney's fees.

201. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

202. Due to the failure to pay one hour of premium pay to Plaintiff and the Aggrieved Employees for each missed or noncompliant meal or rest period, along with the off-the-clock work, minimum wage, and overtime violations, the wage statements Defendants provide their employees, including the Aggrieved Employees, do not reflect the actual gross wages earned, actual net wages earned, or actual hours worked. Accordingly, Defendants knowingly and willfully failed to provide timely, accurate itemized wage statements to Plaintiff and the Aggrieved Employees in accordance with Cal. Lab. Code §§ 226, 226.3 and the IWC Wage Order.

203. Cal. Lab. Code § 2699(a) permits an Aggrieved Employee to recover any civil penalty to be assessed and collected by the LWDA for a violation of the Labor Code on behalf of himself or herself and other current or former employees pursuant to the procedures set forth in Cal. Lab. Code § 2699.3. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered

1 through a civil action brought by an aggrieved employee on behalf of himself or
herself and other current or former employees.

2 204. Plaintiff seeks to recover civil penalties from Defendants pursuant to Cal. Lab. Code
3 § 2699(a) for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved
4 Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the
5 amounts established by Cal. Lab. Code § 226.3. Plaintiff seeks such penalties as an alternative to
6 the penalties available under Cal. Lab. Code § 226(e), as prayed for herein.

7 205. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), Plaintiff provided the LWDA
8 notice of his intention to file his claims. Sixty-five calendar days have passed without notice from
9 the LWDA. Plaintiff therefore satisfied the administrative prerequisites for this civil action in
10 compliance with § 2699.3(a).

11 206. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
12 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
13 award of attorneys' fees and costs as set forth below.

14 207. Wherefore, Plaintiff requests relief as hereinafter provided.

15 **SEVENTEENTH CAUSE OF ACTION**

16 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

17 **For Violations of Cal. Lab. Code §§ 201-203, 204**

18 **(Waiting Time Penalties)**

19 208. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
20 herein.

21 209. Defendants did not provide Plaintiff, and other Aggrieved Employees who left their
22 employment with Defendants, with their wages when due under California law after their
23 employment with Defendants ended.

24 210. Cal. Lab. Code § 201 provides: "If an employer discharges an employee, the wages
25 earned and unpaid at the time of discharge are due and payable immediately".

26 211. Cal. Lab. Code § 202 provides:

27 If an employee not having a written contract for a definite period quits his or her
28 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

1 of quitting.

2 212. Cal. Lab. Code § 203 provides, in relevant part:

3 If an employer willfully fails to pay, without abatement or reduction, in accordance
4 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
5 or who quits, the wages of the employee shall continue as a penalty from the due date
thereof at the same rate until paid or until an action therefor is commenced; but the
wages shall not continue for more than 30 days.

6 213. Plaintiff and some of the Aggrieved Employees left their employment with
7 Defendants during the statutory period, at which time Defendants owed them unpaid wages. These
8 earned, but unpaid, wages derive from time spent working for the benefit of Defendants, which went
9 unrecorded and/or uncompensated, and premium payments for noncompliant meal periods and rest
10 periods.

11 214. Defendants willfully and intentionally refuse and continue to refuse to pay Plaintiff
12 and Aggrieved Employees all the wages that are due and owing to them for the work performed,
13 including but not limited to, uncompensated off-the-clock and overtime, and time premium
14 payments for missed meal and rest periods, upon the end of their employment. As a result of
15 Defendants' actions, Plaintiff and Aggrieved Employees have suffered and continue to suffer
16 substantial losses, including lost earnings, and interest.

17 215. Defendants' willful failure to pay Plaintiff and Aggrieved Employees the wages due
18 and owing them constitutes a violation of Cal. Lab. Code §§ 201-202. As a result, Defendants are
19 liable to Plaintiff and Aggrieved Employees for all penalties owing pursuant to Cal. Lab. Code §§
20 201-203.

21 216. In addition, addition, Cal. Lab. Code § 203 provides that an employee's wages will
22 continue as a penalty up to thirty days from the time the wages were due. Therefore, Plaintiff seeks
23 to recover PAGA penalties, costs, and attorneys' fees pursuant to this section.

24 217. Cal. Lab. Code § 2699(a) permits an Aggrieved Employee to recover any civil penalty
25 to be assessed and collected by the LWDA for a violation of the Labor Code on behalf of himself or
26 herself and other current or former employees pursuant to the procedures set forth in Cal. Lab Code
27 § 2699.3. Cal. Lab. Code § 2699(a) provides:

28 Notwithstanding any other provision of law, any provision of this code that provides
for a civil penalty to be assessed and collected by the Labor and Workforce

1 Development Agency or any of its departments, divisions, commissions, boards,
2 agencies or employees, for a violation of this code, may, as an alternative, be recovered
through a civil action brought by an aggrieved employee on behalf of himself or
herself and other current or former employees.

3 218. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
4 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees
5 in compliance with Cal. Lab. Code §§ 201-202 in the amounts established by Cal. Lab. Code § 203.
6 Plaintiff seeks such penalties as an alternative to the penalties available under Cal. Lab. Code § 203,
7 as prayed for herein.

8 219. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), Plaintiff provided the LWDA
9 notice of his intention to file his claims. Sixty-five calendar days have passed without notice from
10 the LWDA. Plaintiff therefore satisfied the administrative prerequisites for this civil action in
11 compliance with § 2699.3(a).

12 220. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
13 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
14 award of attorneys' fees and costs as set forth below.

15 221. Wherefore, Plaintiff requests relief as hereinafter provided.

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiff prays for relief as follows:

- 18 a. Damages, including but not limited to compensatory damages, wages, premium
19 wages, penalties, and liquidated damages, and other employee benefits, restitution,
20 and recovery of all money, actual damages, and all other sums of money owed to
21 according to proof at trial for all unpaid wages and other injuries, as provided by the
22 Cal. Lab. Code and Cal. Bus. & Prof. Code;
- 23 b. For an equitable accounting to identify, locate, and restore to all current and former
24 employees the wages they are due with interest thereon;
- 25 c. For declaratory and injunctive relief;
- 26 d. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code,
27 including Cal. Code Civ. Proc. § 1021.5 and/or other applicable law;
- 28 e. For an order awarding the State of California, Plaintiff, and Aggrieved Employees

1 civil penalties to the fullest extent provided under the PAGA;

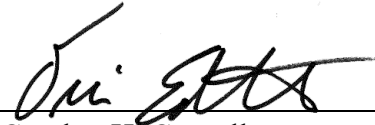
2 f. For all costs of suit;

3 g. For interest as provided by applicable law; and

4 h. For such other and further relief as this Court deems just and proper.

5
6 Dated: August 13, 2025

Respectfully Submitted,

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8 

9 Carolyn H. Cottrell

Ori Edelstein

Danielle Fuschetti

Jannat Irshad

10 **SCHNEIDER WALLACE**

11 **COTTRELL KIM LLP**

12 *Attorneys for Plaintiff on behalf of the Class,*
13 *the State of California and all Aggrieved Employees*
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