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8 Attorneys for Plaintiff SONIA ARELLANO
on behalf of the State of California and all Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO**

11 SONIA ARELLANO, on behalf of the State
12 of California and all Aggrieved Employees,

13 Plaintiff,

14 v.

15
16 MEDLINE INDUSTRIES, LP, an Illinois
17 Limited Partnership; and DOES 1-100,
inclusive,

18 Defendants.

Case No.: CIVSB2524854

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

1 Plaintiff, SONIA ARELLANO, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants
3 MEDLINE INDUSTRIES, LP, an Illinois Limited Partnership; and DOES 1-100, inclusive.
4 PLAINTIFF is informed and believes and thereon alleges as follows:

5 **INTRODUCTION**

6 1. This is a representative action filed by PLAINTIFF on behalf of all Aggrieved
7 Employees and the State of California against DEFENDANTS, pursuant to California’s Private
8 Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties for
9 DEFENDANTS’ violations of the California Labor Code as alleged below.

10 **JURISDICTION AND VENUE**

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

13 3. Venue is proper in this judicial district and the County of San Bernardino pursuant
14 to California Code of Civil Procedure section 395.5 because DEFENDANTS transact business
15 within this judicial district, DEFENDANTS employed Aggrieved Employees, including but not
16 limited to, PLAINTIFF, to work in San Bernardino County, and conduct alleged by PLAINTIFF
17 herein occurred in this judicial district. *See also Crestwood Behavioral Health, Inc. v. Superior*
18 *Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the
19 defendants committed Labor Code violations against some of its employees). Venue is also proper
20 pursuant to section 393 of the California Code of Civil Procedure because the cause, or some part
21 of the cause, arose in the County of San Bernardino.

22 **THE PARTIES**

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

25 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title
26 of picker or a similar job title/position beginning in or around June 2024. DEFENDANTS assigned
27 PLAINTIFF to work at its warehouse distribution center located in Rialto, California.

28 6. Defendant, MEDLINE INDUSTRIES, LP, is an Illinois Limited Partnership that at

1 all relevant times was authorized to do business in California and is doing business in California.

2 7. DEFENDANTS specialize in the manufacture and distribution of medical supplies
3 and services. DEFENDANTS assign its Aggrieved Employees to work at its warehouse distribution
4 centers, manufacturing/distribution facilities and/or other locations in California, including but not
5 limited to, in Rialto, California, where PLAINTIFF worked during the liability period. Through its
6 various locations/business operations, DEFENDANTS serve including but not limited to, the
7 warehousing/manufacturing industry.¹

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

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

24 **JOINT LIABILITY**

25 10. Under California law, the definition of the terms “to employ” are broadly construed
26 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
27 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)

28 ¹ See <https://www.medline.com/about-us/>; Last visited on August 26, 2025.

1 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
2 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
3 was to reach situations in which multiple entities control different aspects of the employment
4 relationship. Supervision of the work, in the specific sense of exercising control over how services
5 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
6 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
7 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
8 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
9 California, applying a less stringent standard to what constitutes sufficient control by a business
10 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
11 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
12 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
13 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
14 employment,” *Id.* at 875 [emphasis added].

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

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

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

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

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

28 15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours

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

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

8 **PAGA ALLEGATIONS**

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

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

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

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

26 19. PLAINTIFF, on May 29, 2025, through counsel, gave written notice by online filing
27 with the California Labor and Workforce Development Agency ("LWDA") informing it that
28 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged

1 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
2 certified mail.

3 20. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
4 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
5 Employees.

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

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

14 **FACTUAL ALLEGATIONS**

15 23. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title
16 of picker or a similar job title/position beginning in or around June 2024.

17 24. DEFENDANTS assigned PLAINTIFF to work at its warehouse distribution center
18 located in Rialto, California. PLAINTIFF regularly worked shifts lasting at least approximately
19 seven (7) to eleven (11) hours long.

20 25. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by
21 DEFENDANTS as hours worked.

22 26. At times, DEFENDANTS paid PLAINTIFF a base hourly rate of \$22.00.
23 PLAINTIFF was also compensated with shift differential pay, multiple base rates of pay and/or
24 other non-discretionary compensation.

25 27. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
26 worked shifts of more than five (5) hours, entitling them to at least one meal period. PLAINTIFF
27 and other Aggrieved Employees consistently worked shifts of more than ten (10) hours, entitling
28 them to a second meal period.

1 28. PLAINTIFF and other Aggrieved Employees would not receive legally compliant
2 thirty (30) minute meal breaks. Based on information and belief, PLAINTIFF and other Aggrieved
3 Employees were forced to work during owed meal periods, take late, shortened and shortened meal
4 periods due to including but not limited to, the need to complete assigned job duties.

5 29. For example, at times, PLAINTIFF was interrupted during purportedly off-duty meal
6 periods.

7 30. Furthermore, PLAINTIFF was required to walk at least approximately four (4)
8 minutes to and from the time clock system to clock in and out for meal periods, resulting in
9 consistently on-duty/shortened meal periods that were less than the required thirty (30) minutes.

10 31. Based on information and belief, at times, PLAINTIFF and other Aggrieved
11 Employees were required to stand in line behind other employees to access DEFENDANTS' time-
12 keeping system before they could clock in after completing a purported meal period.

13 32. Also, PLAINTIFF was sometimes forced to take late meal periods due to the need to
14 continue completing assigned job duties.

15 33. Based on information and belief, at times, DEFENDANTS would unlawfully edit
16 the clock in and out times for PLAINTIFF's and other Aggrieved Employees' meal periods in order
17 to display a timely, at least thirty minute meal period even though DEFENDANTS had actual and/or
18 constructive knowledge that they were required to work through part of those meal periods/were
19 otherwise not permitted to take legally compliant meal periods.

20 34. Based on further information and belief, in violation of Labor Code section 2100-
21 2112, DEFENDANTS subjected PLAINTIFF and other Aggrieved Employees to quotas that
22 prevented them from taking their meal periods.

23 35. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees an
24 additional hour of wages at their regular rate(s) of pay for each missed or unlawful meal period. To
25 the extent meal period premiums were paid, DEFENDANTS failed to incorporate all non-
26 discretionary compensation into the regular rate of pay used to calculate the owed meal period
27 premium, resulting in the miscalculation and underpayment of the owed meal period premium.

28 36. By way of illustration, during PLAINTIFF's employment, including but not limited

1 to during pay period beginning on August 11, 2024 and ending on August 24, 2024, PLAINTIFF
2 earned several different shift differentials, including but not limited to, Shift1,” at a rate of \$1.0000
3 “ShiftDiff2,” at a rate of \$2.0000, “TrvDiff5,” at a rate of \$5.0000 “TrvDiff7,” at a rate of \$7.000.
4 To the extent meal period premiums were paid, DEFENDANTS failed to incorporate all non-
5 discretionary compensation into the regular rate used to calculate the owed meal period premium,
6 resulting in the miscalculation and underpayment of meal period premiums.

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

11 38. PLAINTIFF and other Aggrieved Employees were often required to work during
12 their owed rest periods due to the need to complete assigned job duties and/or were prohibited from
13 taking net ten-minute rest periods in a suitable rest area.

14 39. For example, PLAINTIFF was sometimes interrupted during purportedly off-duty
15 rest periods.

16 40. Also, DEFENDANTS prohibited the taking of any third rest break on shifts longer
17 than ten (10) hours, in violation of California rest period law.

18 41. Based on further information and belief, in violation of Labor Code section 2100-
19 2112, DEFENDANTS subjected PLAINTIFF and other Aggrieved Employees to quotas that
20 prevented them from taking their rest periods.

21 42. Based on information and belief, DEFENDANTS had actual and/or constructive
22 knowledge that their policies and practices resulted in the denial of ten-minute rest periods which
23 were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees.

24 43. Furthermore, DEFENDANTS failed to pay a rest period premium at PLAINTIFF's
25 and other Aggrieved Employees' respective regular rates of pay for each day in which they
26 experienced a missed/unlawful rest period in violation of California law.

27 44. For example, DEFENDANTS' wage statements for PLAINTIFF do not show the
28 payment of any rest period premiums.

1 **45. Violation of Labor Code Sections 2100-2112:** Pursuant to Labor Code Sections
2 2100–2112, employers with one hundred (100) or more employees at a single warehouse
3 distribution center, or one thousand (1,000) or more employees at one or more warehouse
4 distribution centers in California are required to provide nonexempt employees, upon hire, with a
5 written description of each quota they are subject to (e.g., quantified number of tasks to be performed
6 or materials to be handled) within a defined period of time and any potential adverse employment
7 action that may result from failure to meet the quota. Labor Code Section 2102 (see below) prohibits
8 adverse employment actions against employees who fail to meet their quota if the quota was not
9 properly disclosed to the employee and prohibits quotas that prevent an employee from taking his
10 or her meal or rest breaks, use of restrooms, or that interfere with compliance with California’s
11 occupational health and safety laws.

12 46. Labor Code Section 2101 provides:

13 47. Each employer shall provide to each employee, upon hire, or within 30 days of the
14 effective date of this part, a written description of each quota to which the employee is subject,
15 including the quantified number of tasks to be performed or materials to be produced or handled,
16 within the defined time period, and any potential adverse employment action that could result from
17 failure to meet the quota.

18 48. Labor Code Section 2102 provides: An employee shall not be required to meet a
19 quota that prevents compliance with meal or rest periods, use of bathroom facilities, including
20 reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the
21 Labor Code or division standards. An employer shall not take adverse employment action against
22 an employee for failure to meet a quota that does not allow a worker to comply with meal and rest
23 periods, or occupational health and safety laws in the Labor Code or division standards, or for failure
24 to meet a quota that has not been disclosed to the employee pursuant to Section 2101.

25 49. Labor Code Section 2104 provides in pertinent part:(a)(1) If a current or former
26 employee believes that meeting a quota caused a violation of their right to a meal or rest period or
27 required them to violate any occupational health and safety laws in the Labor Code or division
28 standards, they have the right to request, and the employer shall provide, a written description of

1 each quota to which the employee is subject and a copy of the most recent 90 days of the employee's
2 own personal work speed data. (2) If a former employee requests a written description of the quotas
3 to which they were subject and a copy of their own personal work speed data pursuant to paragraph
4 (1), the employer shall provide 90 days of the former employee's quotas and personal work speed
5 data for the 90 days prior to the date of the employee's separation from the employer. (b) An
6 employer that receives a written or oral request for information pursuant to subdivision (a) shall
7 comply with the request as soon as practicable, but no later than 21 calendar days from the date of
8 the request.

9 50. During the relevant period, DEFENDANTS employed 100 or more Aggrieved
10 Employees at a single warehouse distribution center and/or employed 1,000 or more Aggrieved
11 Employees at one or more distribution centers in California rendering DEFENDANTS subject to
12 the provisions of Labor Code Sections 2100-2112, during the relevant period.

13 51. Based on information and belief, DEFENDANTS had/have a policy and practice of
14 failing to provide Aggrieved Employees, upon hire, with a written description of each quota they
15 are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a
16 defined period of time and any potential adverse employment action that may result from failure to
17 meet the quota. DEFENDANTS had/have a policy and practice of subjecting Aggrieved Employees
18 to quotas that prevented those Aggrieved Employees from taking their meal and rest periods and/or
19 using bathroom facilities and/or interfered with compliance of California's occupational health and
20 safety laws.

21 52. Based on further information and belief, DEFENDANTS have/had a policy and
22 practice of subjecting Aggrieved Employees to adverse employment actions for failure to meet a
23 quota that was not disclosed pursuant to Labor Code Section 2101 and/or did not allow them to
24 comply with meal and rest period laws and/or occupational health and safety laws, in violation of
25 Labor Code section 2102.

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

1 54. Aggrieved Employees were not paid for all hours worked due to DEFENDANTS'
2 mandated off-the-clock work policies and/or practices and failure to relieve Aggrieved Employees
3 of all duties and DEFENDANTS' control during unpaid meal periods:

4 55. For example, DEFENDANTS required PLAINTIFF to arrive at work at least
5 approximately two (2) minutes prior to the start of PLAINTIFF's scheduled shift so that
6 PLAINTIFF would have time to wait in line and clock in right at the start of PLAINTIFF's
7 scheduled shift. This time spent fulfilling DEFENDANTS' requirements, including, time spent
8 waiting in line behind other employees to clock in was unrecorded and uncompensated, resulting in
9 DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of
10 wages owed.

11 56. PLAINTIFF had to complete other work tasks prior to clocking in for the start of
12 shifts/after clocking out for the end of shifts, e.g., cleaning tasks, resulting in DEFENDANTS'
13 failure to compensate PLAINTIFF for all hours worked and the additional underpayment of wages
14 owed.

15 57. Also, as explained herein, PLAINTIFF was interrupted and/or otherwise not relieved
16 of all duties and DEFENDANTS' control during unpaid meal periods, resulting in DEFENDANTS'
17 failure to compensate PLAINTIFF for all hours worked and the underpayment of wages owed.

18 58. DEFENDANTS' off-the-clock work policies and practices described above resulted
19 in DEFENDANTS' failure to compensate PLAINTIFF and other Aggrieved Employees for all hours
20 worked and the underpayment of wages owed.

21 59. Based on information and belief, DEFENDANTS had actual and/or constructive
22 knowledge that their off-the-clock work policies and practices resulted in the underpayment of
23 minimum wages owed to PLAINTIFF and other Aggrieved Employees, in violation of California's
24 minimum wage laws.

25 60. DEFENDANTS failed and continue to fail to pay the lawful premium wage rate for
26 all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

27 61. Based on information and belief, DEFENDANTS failed and continue to fail to pay
28 twice Aggrieved Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per

1 workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a
2 work week, in violation of California's overtime laws.

3 62. Based on information and belief, DEFENDANTS had actual and/or constructive
4 knowledge that its off-the-clock work policies and practices and other unlawful policies and
5 practices described herein resulted in the underpayment of minimum wages and overtime wages
6 owed to Aggrieved Employees, in violation of California's minimum and overtime wage laws.

7 63. Based on information and belief, DEFENDANTS failed to incorporate all non-
8 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
9 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used
10 to calculate the owed overtime rate(s) and/or paid time off rate, resulting in the miscalculation and
11 underpayment of overtime wages owed.

12 64. By way of example, during pay period beginning on August 11, 2024 and ending on
13 August 24, 2024, PLAINTIFF earned various shift differentials, e.g., "Shift1," at a rate of \$1.0000
14 "ShiftDiff2," at a rate of \$2.0000, "TrvDiff5," at a rate of \$5.0000 "TrvDiff7," at a rate of \$7.000.
15 Based on information and belief, DEFENDANTS' overtime rate of \$33.695/hour which is only
16 \$.695 higher than one- and one-half times PLAINTIFF's base rate of pay of \$22.00 does not
17 incorporate all shift differentials/other non-discretionary pay earned during the pay period, resulting
18 in the miscalculation of the owed overtime rate and the underpayment of overtime wages owed.

19 65. **Sick Leave Violations:** DEFENDANTS violated California's paid sick leave laws
20 including but not limited section, Labor Code section 245, et seq. DEFENDANTS failed to properly
21 accrue paid sick leave due to DEFENDANTS' failure to incorporate multiple rates of pay and/or all
22 forms of non-discretionary remuneration including but not limited to, non-discretionary bonuses,
23 shift differential pay, multiple base rates of pay, and/or other non-discretionary compensation into
24 the sick leave pay rate calculation in violation of Labor Code section 246.

25 66. Throughout the relevant time period, DEFENDANTS failed to provide proper paid
26 sick leave to PLAINTIFF. DEFENDANTS have a policy and practice of failing to use the regular
27 rate of pay for purposes of calculating owed compensation, including overtime payments and
28 premium payments. Based on information and belief, DEFENDANTS have a policy and practice

1 of paying sick leave at the base rate of pay rather than the regular rate of pay.

2 67. For example, DEFENDANTS' wage statements for including but not limited to the
3 following pay periods show DEFENDANTS paid all owed sick leave at PLAINTIFF's base rate of
4 pay without incorporating all earned shift differential pay and/or other non-discretionary
5 compensation into the rate of pay used to calculate the owed paid time off rate, resulting in the
6 miscalculation and underpayment of paid time off wages: pay period beginning on July 28, 2024
7 and ending on August 10, 2024 showing all 8 hours of paid time off paid at PLAINTIFF's base rate
8 of \$22.0000 even though PLAINTIFF earned shift differential and/or other non-discretionary
9 compensation during this pay period.

10 68. As such, DEFENDANTS improperly calculated the sick leave rate of pay owed to
11 PLAINTIFF, resulting in DEFENDANTS' failure to provide paid sick leave at the correct rate.

12 69. On information and belief, PLAINTIFF alleges that all of these practices were
13 experienced and continue to be experienced by other Aggrieved Employees.

14 70. These practices violated California's sick leave laws, Labor Code section 245, et seq.

15 71. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
16 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
17 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
18 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
19 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
20 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
21 applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate by the employee.

23 72. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees
24 that also failed to indicate the earned gross and net wages earned during the pay period, the correct
25 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and
26 Aggrieved Employees (by virtue of off-the-clock work policies and practices and failure to provide
27 duty-free meal periods) which results in a violation of Labor Code section 226(a).

28 73. Based on information and belief, wage statements issued by DEFENDANTS failed

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

3 74. As described herein, based on information and belief, DEFENDANTS failed to
4 incorporate all forms of non-discretionary compensation earned during the pay period into the
5 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
6 of overtime worked by PLAINTIFF and other Aggrieved Employees.

7 75. For example, wage statements issued by DEFENDANTS failed to list all applicable
8 hourly rates in effect during the pay period and the corresponding number of hours worked at each
9 hourly rate by the employee, in violation of Labor Code section 226(a)(9) due to DEFENDANTS'
10 failure to list a category containing the proper overtime rate.

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

14 77. **Unreimbursed Business Expenses.** DEFENDANTS required PLAINTIFF and
15 Aggrieved Employees to incur business expenses as a direct consequence of the performance of
16 their job duties without providing reimbursement, in violation of Labor Code section 2802.

17 78. DEFENDANTS shifted the costs of doing business onto Aggrieved Employees by
18 requiring them to pay for their business expenses including personal vehicle and/or cell phone
19 expenses.

20 79. For example, PLAINTIFF was required to use PLAINTIFF's personal cell phone to
21 receive and respond to work related calls/messages without being provided with any reimbursement
22 for these cell-phone-related business expenses.

23 80. To this end, DEFENDANTS' wage statements issued to PLAINTIFF do not show
24 any reimbursement for business expenses.

25 81. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
26 for all reasonable expenses associated with carrying out their duties required that Aggrieved
27 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
28 2802.

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

5 **FIRST CAUSE OF ACTION**
6 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE**
7 **SECTIONS 2698, *ET SEQ.***
8 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against**
9 **all Defendants)**

10 83. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

11 **Meal Period Violations**

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

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

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

28 87. 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

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

5 88. As explained above, PLAINTIFF and other Aggrieved Employees were unable to
6 take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to work during
7 their meal periods due to the nature and constraints of their job duties, and/or commentary from
8 supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

9 89. Also, DEFENDANTS implemented policies and practices that failed to relieve
10 Aggrieved Employees of all duties and DEFENDANTS’ control during meal periods, in violation
11 of California meal period law.

12 90. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
13 actual and/or constructive knowledge that their unlawful policies and practices resulted in the denial
14 of compliant meal periods in violation of California's meal period laws.

15 91. DEFENDANTS also failed to pay all owed premiums at Aggrieved Employees’
16 respective regular rates of pay for missed/otherwise unlawful meal periods in violation of California
17 law.

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

23 **Rest Period Violations**

24 93. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
25 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
26 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
27 “insofar as practicable.” In *Brinker v Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012),
28 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for

1 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
2 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
3 1029). The rest period requirement obligates employers to permit and authorize employees to take
4 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
5 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
6 257. If the employer fails to provide any required rest period, the employer must pay the employee
7 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
8 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
9 applicable IWC Wage Order, §12(B).

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

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

26 96. DEFENDANTS implemented policies and/or practices that failed to relieve
27 PLAINTIFF and other Aggrieved Employees of all duties and employer control during rest periods.
28 Aggrieved Employees were pressured to complete their work duties according to a designated

1 schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

2 97. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
3 first meal periods as required by California law.

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

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

10 **Minimum and Overtime Wage Violations**

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

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

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

28 103. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and

1 Aggrieved Employees for all hours worked.

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

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

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

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

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

23 **Business Expense Violations**

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

1 incurred by the employee enforcing the rights granted by this section.”

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

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

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

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

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

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

25 116. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Aggrieved
26 Employees have suffered injury in that they were not completely reimbursed as mandated by
27 California law.

28 117. Despite being aware of these business expenses, DEFENDANTS failed to reimburse

1 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
2 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
3 Code § 2802 and the applicable Wage Order.

4 **Violation of Labor Code Sections 2100-2112**

5 118. Pursuant to Labor Code Sections 2100–2112, employers with one hundred (100) or
6 more employees at a single warehouse distribution center, or one thousand (1,000) or more
7 employees at one or more warehouse distribution centers in California are required to provide
8 nonexempt employees, upon hire, with a written description of each quota they are subject to (e.g.,
9 quantified number of tasks to be performed or materials to be handled) within a defined period of
10 time and any potential adverse employment action that may result from failure to meet the quota.
11 Labor Code Section 2102 (see below) prohibits adverse employment actions against employees who
12 fail to meet their quota if the quota was not properly disclosed to the employee and prohibits quotas
13 that prevent an employee from taking his or her meal or rest breaks, use of restrooms, or that interfere
14 with compliance with California’s occupational health and safety laws.

15 119. Labor Code Section 2101 provides:

16 120. Each employer shall provide to each employee, upon hire, or within 30 days of the
17 effective date of this part, a written description of each quota to which the employee is subject,
18 including the quantified number of tasks to be performed or materials to be produced or handled,
19 within the defined time period, and any potential adverse employment action that could result from
20 failure to meet the quota.

21 121. Labor Code Section 2102 provides: An employee shall not be required to meet a
22 quota that prevents compliance with meal or rest periods, use of bathroom facilities, including
23 reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the
24 Labor Code or division standards. An employer shall not take adverse employment action against
25 an employee for failure to meet a quota that does not allow a worker to comply with meal and rest
26 periods, or occupational health and safety laws in the Labor Code or division standards, or for failure
27 to meet a quota that has not been disclosed to the employee pursuant to Section 2101.

28 122. Labor Code Section 2104 provides in pertinent part:(a)(1) If a current or former

1 employee believes that meeting a quota caused a violation of their right to a meal or rest period or
2 required them to violate any occupational health and safety laws in the Labor Code or division
3 standards, they have the right to request, and the employer shall provide, a written description of
4 each quota to which the employee is subject and a copy of the most recent 90 days of the employee's
5 own personal work speed data. (2) If a former employee requests a written description of the quotas
6 to which they were subject and a copy of their own personal work speed data pursuant to paragraph
7 (1), the employer shall provide 90 days of the former employee's quotas and personal work speed
8 data for the 90 days prior to the date of the employee's separation from the employer. (b) An
9 employer that receives a written or oral request for information pursuant to subdivision (a) shall
10 comply with the request as soon as practicable, but no later than 21 calendar days from the date of
11 the request.

12 123. During the relevant period, DEFENDANTS employed 100 or more Aggrieved
13 Employees at a single warehouse distribution center and/or employed 1,000 or more Aggrieved
14 Employees at one or more distribution centers in California rendering DEFENDANTS subject to
15 the provisions of Labor Code Sections 2100-2112, during the relevant period.

16 124. Based on information and belief, DEFENDANTS had/have a policy and practice of
17 failing to provide Aggrieved Employees, upon hire, with a written description of each quota they
18 are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a
19 defined period of time and any potential adverse employment action that may result from failure to
20 meet the quota. DEFENDANTS had/have a policy and practice of subjecting Aggrieved Employees
21 to quotas that prevented those Aggrieved Employees from taking their meal and rest periods and/or
22 using bathroom facilities and/or interfered with compliance of California's occupational health and
23 safety laws.

24 125. Based on further information and belief, DEFENDANTS have/had a policy and
25 practice of subjecting Aggrieved Employees to adverse employment actions for failure to meet a
26 quota that was not disclosed pursuant to Labor Code Section 2101 and/or did not allow them to
27 comply with meal and rest period laws and/or occupational health and safety laws, in violation of
28 Labor Code section 2102.

1 **Sick Leave Violations**

2 126. DEFENDANTS violated California's paid sick leave laws including but not limited
3 section, Labor Code section 245, et seq. DEFENDANTS failed to properly accrue paid sick leave
4 due to DEFENDANTS' failure to incorporate multiple rates of pay and/or all forms of non-
5 discretionary remuneration including but not limited to, non-discretionary bonuses, shift differential
6 pay, multiple base rates of pay, and/or other non-discretionary compensation into the sick leave pay
7 rate calculation in violation of Labor Code section 246.

8 127. Throughout the relevant time period, DEFENDANTS failed to provide proper paid
9 sick leave to PLAINTIFF. DEFENDANTS have a policy and practice of failing to use the regular
10 rate of pay for purposes of calculating owed compensation, including overtime payments and
11 premium payments. Based on information and belief, DEFENDANTS have a policy and practice
12 of paying sick leave at the base rate of pay rather than the regular rate of pay.

13 128. As such, DEFENDANTS improperly calculated the sick leave rate of pay owed to
14 PLAINTIFF, resulting in DEFENDANTS' failure to provide paid sick leave at the correct rate.

15 129. On information and belief, PLAINTIFF alleges that all of these practices were
16 experienced and continue to be experienced by other Aggrieved Employees.

17 130. These practices violated California's sick leave laws, Labor Code section 245, et seq.

18 **Wage Statement Violations**

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

28 132. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees

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

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

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

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

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

28 137. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as

1 they could not easily determine whether they received all wages owed to them and whether they
2 were paid for all hours worked.

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

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

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

17 141. Under the provisions of PAGA and the above mentioned Labor Code sections,
18 including but not limited to Labor Code sections 226, 226.7, 245, *et seq.*, 510, 512, 558, 558.1,
19 1194, 1197, 1197.1, 1198, 1199, 2100-2112, 2802, and all applicable Wage Orders as well as all
20 interpretations of these laws by California Courts and administrative bodies, as well as any other
21 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

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

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

28 ² Labor Code § 226.3 (establishing that the civil penalty is ~~26~~ per employee per violation”).

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

3 **PRAYER FOR RELIEF**

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

- 6 1. For civil penalties under Labor Code Section 2699;
7 2. For an order temporarily, preliminarily and permanently enjoining and
8 restraining DEFENDANTS from engaging in similar unlawful conduct as set
9 forth herein;
10 3. For reasonable attorney's fees and costs of suit; and
11 4. For such other and further relief that the Court deems just and proper.

12
13 Dated: August 27, 2025

CROSNER LEGAL, PC

14
15 By: 

16 Jamie K. Serb, Esq.
17 Brandon Brouillette, Esq.
18 Zachary M. Crosner, Esq.
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