

BRANDON BROUILLETTE, ESQ. (SBN 273156)
bbrouillette@crosnerlegal.com
RAYMOND WENDELL, ESQ. (SBN 298333)
raymond@crosnerlegal.com
ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff ROBERT F. ADAMS
individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ROBERT F. ADAMS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LEDRA BRANDS, INC., a California
Corporation; VOLT MANAGEMENT
CORP., a Delaware Corporation; and DOES
1-100, inclusive,

Defendants.

Case No.: **26STCV03427**

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- 1. Recovery of Unpaid Minimum Wages and Liquidated Damages**
- 2. Recovery of Unpaid Overtime Wages**
- 3. Failure to Provide Meal Periods or Compensation in Lieu Thereof**
- 4. Failure to Provide Rest Periods or Compensation in Lieu Thereof**
- 5. Failure to Furnish Accurate Itemized Wage Statements**
- 6. Failure to Timely Pay All Wages Due Upon Separation of Employment**
- 7. Failure to Reimburse Business Expenses**
- 8. Unfair Competition and**
- 9. Violation of the Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

1 Plaintiff, ROBERT F. ADAMS, (“PLAINTIFF”), on behalf of the State of California and
2 all Aggrieved Employees (as defined below) and Class Members (as defined below), hereby files
3 this Complaint against Defendants LEDRA BRANDS, INC., a California Corporation; VOLT
4 MANAGEMENT CORP., a Delaware Corporation; and DOES 1-100, inclusive, (collectively
5 referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges
6 as follows:

7 **JURISDICTION AND VENUE**

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

10 2. Venue is proper in this judicial district and the County of Los Angeles pursuant to
11 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
12 this judicial district. *See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60
13 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the defendants committed
14 Labor Code violations against some of its employees).

15 **THE PARTIES**

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

18 4. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title
19 of assembly worker and/or similar title and/or job position from in or around March 2024, through
20 in or around August 2024. PLAINTIFF was assigned by Volt to work at including but not limited
21 to, Ledra Brands’s facilities located in Irvine, California. PLAINTIFF was employed directly by
22 Ledra Brands from in or around August 2024 through in or around February 2025, working as an
23 assembly worker and/or similar title and/or job position at Ledra Brand’s facilities located in Irvine,
24 California. PLAINTIFF typically worked shifts lasting at least eight (8) to eleven (11) hours.
25 DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours
26 worked. At times during PLAINTIFF’s employment, PLAINTIFF was paid an hourly rate of
27 \$18.00.

28 5. Defendant LEDRA BRANDS, INC. (“Ledra Brands”) is a California Corporation

1 that, at all relevant times, was authorized to do business within the State of California and is doing
2 business in the State of California.

3 6. Defendant VOLT MANAGEMENT CORP. (“Volt”), is a Delaware Corporation
4 that, at all relevant times, was authorized to do business within the State of California and is doing
5 business in the State of California.

6 7. DEFENDANTS own, operate, manage and/or staff its employees to work at
7 including but not limited to, the warehouse distribution centers, manufacturing centers, facilities
8 and/or other location(s) in California. Volt is a staffing company with locations throughout
9 California, including but not limited to, in Torrance, California. Ledra Brands specializes in
10 including, but not limited to, the manufacturing of lighting. Volt is a staffing company.
11 DEFENDANTS, through their various locations, serve the including but not limited to,
12 manufacturing industry.¹

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

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

28 ¹ See <https://www.ledrabrands.com/ledra/about-us/> and <https://www.volt.com/>. Last visited on December 4, 2025.

1 controlled, aided and abetted the conduct of all other Defendants.

2 **JOINT LIABILITY**

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

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

28 12. PLAINTIFF is informed and believes and thereon alleges that at all relevant times

1 Volt operated as a single integrated enterprise with common ownership and centralized human
2 resources. As a result, Volt utilized the same unlawful policies and practices across all of their
3 locations/facilities and subjected all of the Class Members and Aggrieved Employees to these same
4 policies and practices regardless of the location(s) where they worked. Among other things,
5 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
6 in Volt's companies, (2) Volt utilize common management, who have control over the day-to-day
7 operations and employment matters, including the power to hire and fire, set schedules, issue
8 employee policies, and determine rates of compensation across its locations in California; (3) Volt
9 utilize the same policies and procedures for all California employees, including issuing the same
10 employee handbooks and other form agreements; (4) Volt use at least some of the same Human
11 Resources personnel and attorneys to oversee employment matters; and, (6) Volt share employees.

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

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

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

6 15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
7 and working conditions of PLAINTIFF and Class Members and Aggrieved Employees. As such,
8 DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and
9 the Class Members and Aggrieved Employees' employment, including the instrumentality that
10 resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

11 16. Moreover, based on information and belief, Volt hired PLAINTIFF and entered into
12 a written employment agreement with PLAINTIFF. During PLAINTIFF's employment, Volt
13 maintained control over many aspects of PLAINTIFF's employment, including, among other things,
14 having the authority to discipline PLAINTIFF, change PLAINTIFF's job assignment, change
15 PLAINTIFF's work hours, change PLAINTIFF's rates of pay, and to terminate PLAINTIFF's
16 employment.

17 17. Based on information and belief, when PLAINTIFF was first hired, Volt provided
18 PLAINTIFF with orientation and training materials. Volt issued PLAINTIFF written policies
19 concerning meal periods, rest breaks, timekeeping, hours worked, and payment of PLAINTIFF's
20 wages, with which PLAINTIFF was required to comply. Based on information and belief, among
21 other things, these policies provided that PLAINTIFF's weekly time records be submitted to Volt,
22 and Volt was supposed to process PLAINTIFF's time records and pay PLAINTIFF for all hours
23 worked. Volt exercised ultimate control over the payment of PLAINTIFF's wages, as Volt issued
24 PLAINTIFF his paychecks. Finally, Volt directed PLAINTIFF to comply with Ledra Brands'
25 policies and directions. PLAINTIFF is informed and believes that Volt exercised the same control
26 over, applied the same policies and practices, and engaged in the same acts and omissions with
27 regard to the other Class Members and Aggrieved Employees.

28 18. Ledra Brands similarly suffered or permitted PLAINTIFF to work for them or

1 engaged PLAINTIFF to work for them. PLAINTIFF is informed and believes that Ledra Brands
2 entered into a written agreement with Volt, pursuant to which Ledra Brands paid Volt to provide it
3 with workers, including PLAINTIFF, to conduct Ledra Brands' business operations – namely, to
4 work in Ledra Brands' warehouse distribution centers, warehouses and/or other facilities and/or
5 other location(s). Ledra Brands suffered or permitted PLAINTIFF to work at Ledra Brands for the
6 entirety of PLAINTIFF's employment.

7 19. Ledra Brands further exercised control over PLAINTIFF's wages, hours and working
8 conditions. Ledra Brands also: (1) set PLAINTIFF's work hours and provided his work schedule;
9 (2) provided PLAINTIFF with policies regarding meal periods and rest breaks, with which
10 PLAINTIFF was required to comply; (3) directly supervised PLAINTIFF's work through its
11 employees; (4) assigned PLAINTIFF's job duties and trained PLAINTIFF on said job duties; (5)
12 exercised authority to reprimand and counsel PLAINTIFF regarding any issues, including work
13 performance; (6) exercised authority to end PLAINTIFF's work assignment at any time, the effective
14 termination of employment; (7) required PLAINTIFF to record hours worked using Ledra Brands'
15 timekeeping system; (8) determined whether and when PLAINTIFF would receive meal periods
16 and rest breaks; (9) subjected PLAINTIFF to unlawfully scheduled meal periods and rest breaks;
17 and, (10) was responsible for maintaining PLAINTIFF's timekeeping records. On information and
18 belief, Ledra Brands issued further written policies and practices and guidelines governing
19 PLAINTIFF's working conditions with which PLAINTIFF was required to comply.

20 20. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
21 control over, applied the same policies and practices, and engaged in the same acts and omissions
22 with regard to all other Class Members and Aggrieved Employees.

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

1 22. By reason of their status as joint employers of PLAINTIFF and Class Members and
2 Aggrieved Employees, DEFENDANTS are each liable for civil penalties for violations of the
3 California Labor Code and applicable Wage Orders as to all Class Members and Aggrieved
4 Employees.

5 23. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
6 control over, applied the same policies and practices, and engaged in the same acts and omissions
7 with regard to the other Class Members and Aggrieved Employees.

8 24. PLAINTIFF is informed and believes and hereon alleges that DEFENDANTS must
9 be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under
10 PAGA, as the aforementioned entities engaged, suffered or permitted PLAINTIFF to perform
11 services from which they benefited, and furthermore that the aforementioned entities had the right
12 to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant
13 times herein, so as to be considered the joint employers of PLAINTIFF.

14 25. By reason of their status as joint employers of PLAINTIFF and Class Members and
15 Aggrieved Employees, DEFENDANTS are each liable for civil penalties for violations of the
16 California Labor Code and applicable Wage Orders as to all Class Members and Aggrieved
17 Employees.

18
19 **LIABILITY UNDER CALIFORNIA LABOR CODE SECTION 2810.3**

20 26. California Labor Code section 2810.3(b)(1) provides in pertinent part that “a client
21 employer shall share with the labor contractor” all civil liability for the payment of wages to the
22 workers supplied by the labor contractor.

23 27. Volt is a “labor contractor” in that it supplies Ledra Brands with workers to perform
24 labor within Ledra Brands’ usual course of business. Lab. Code § 2810.3(a)(3).

25 28. Defendant LEDRA BRANDS, INC. is a “client employer” in that it is a business
26 entity that “obtains or is provided workers to perform labor within its usual course of business” from
27 labor contractor Volt. Lab. Code § 2810.3(a)(1)(A). Moreover, Defendant LEDRA BRANDS, INC.
28 has a workforce of more than twenty-five workers and is supplied with at least five (5) workers from

1 a labor contractor at any given time. Lab. Code § 2810.3(a)(1)(B).

2 29. Under Section 2810.3, DEFENDANTS thus share all civil liability for the payment
3 of wages to all workers supplied to Defendant LEDRA BRANDS, INC. by Volt.

4 30. PLAINTIFF complied with all administrative requirements by providing notice by
5 certified mail of the claims alleged herein to Ledra Brands. Lab. Code § 2810.3(d).

6 31. Any reference herein to any alleged act or omission by any DEFENDANT shall be
7 deemed also to mean the same alleged act or omission by every other DEFENDANT, acting jointly
8 and severally.

9 **PAGA ALLEGATIONS**

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

13 All hourly/non-exempt employees who are or were employed by Ledra Brands and/or who
14 performed work for Ledra Brands in the State of California at any time from May 2, 2024
15 through the present (“PAGA Period”).

16 33. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code
17 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
18 limitations period and personally suffered each of the Labor Code violations set forth herein.
19 Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved
20 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

21 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

22 34. PLAINTIFF, on May 2, 2025, through counsel, gave written notice by online filing
23 with the California Labor and Workforce Development Agency (“LWDA”) informing it that
24 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
25 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
26 certified mail.

27 35. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
28 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved

1 Employees.

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

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

10 **CLASS ALLEGATIONS**

11 38. PLAINTIFF brings this action on behalf of PLAINTIFF, and all others similarly
12 situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF
13 seeks to represent are defined as follows and referred to as the "Class" or "Class Members": All
14 hourly/non-exempt employees, including Plaintiff, who are or were employed by Ledra Brands
15 and/or who performed work for Ledra Brands in the State of California at any time from October 2,
16 2021 through the present.

- 17 a. Numerosity. While the exact number of Class Members is unknown to
18 PLAINTIFF at this time, the Class is so numerous that the individual joinder of
19 all members is impractical under the circumstances of this case. PLAINTIFF is
20 informed and believes the Class consists of at least 100 individuals.
- 21 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
22 because common questions of law and fact predominate over individual issues.
23 Common questions include, but are not limited to, the following: (1) whether
24 DEFENDANTS understated hours worked and failed to pay all amounts due to
25 PLAINTIFF and the Class Members for wages earned, including minimum and
26 overtime wages, under California law; (2) whether DEFENDANTS provided
27 PLAINTIFF and the Class Members with all meal periods or premium payments
28 in lieu thereof in compliance with California law; (3) whether DEFENDANTS

1 provided PLAINTIFF and the Class Members with all rest periods or premium
2 payments in lieu thereof, in compliance with California law; (4) whether
3 DEFENDANTS provided PLAINTIFF and Class Members with accurate,
4 itemized wage statements in compliance with California law, displaying,
5 including but not limited to, the total hours worked during the pay period; (5)
6 whether DEFENDANTS timely produce complete employment records upon
7 written request(s) from PLAINTIFF and Class Members; (6) whether
8 DEFENDANTS timely paid PLAINTIFF and the Class Members all wages due
9 upon separation of employment; (7) whether DEFENDANTS failed to
10 reimburse PLAINTIFF and the Class Members for all business expenses; and
11 (8) whether DEFENDANTS violated California Business and Professions Code
12 sections 17200, *et seq.*

- 13 c. Ascertainable Class. The proposed Class is ascertainable as members can be
14 identified and located using information in DEFENDANTS' business, payroll
15 and personnel records.
- 16 d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members.
17 PLAINTIFF suffered a similar injury as members of the Class as a result of
18 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate
19 and pay all owed minimum and overtime wages, failure to provide proper meal
20 periods and rest periods or premium compensation in lieu thereof, failure to
21 provide accurate wage statements, failure to timely produce complete
22 employment records, failure to reimburse business expenses, and failure to
23 timely pay all wages due upon separation of employment.
- 24 e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
25 Class Members. PLAINTIFF has no interests adverse to the interests of the other
26 Class Members. Counsel who represent PLAINTIFF are competent and
27 experienced in litigating similar class action cases and are California lawyers in
28 good standing. Counsel for PLAINTIFF have the experience and resources to

1 vigorously prosecute this case.

2 f. Superiority. A class action is superior to other available means for the fair and
3 efficient adjudication of this controversy since individual joinder of all members
4 of the class is impractical. Class action treatment will permit a large number of
5 similarly situated persons to prosecute their common claims in a single forum
6 simultaneously, efficiently, and without the unnecessary duplication of effort
7 and expense that numerous individual actions would engender. Furthermore, as
8 the damages suffered by each individual member of the Class may be relatively
9 small, the expenses and burden of individual litigation would make it difficult
10 or impossible for individual members of the Class to redress the wrongs done to
11 them, while an important public interest will be served by addressing the matter
12 as a class action. The cost to the court system of adjudication of such
13 individualized litigation would be substantial. Individualized litigation would
14 also present the potential for inconsistent or contradictory judgments. Finally,
15 the alternative of filing a claim with the California Labor Commissioner is not
16 superior, given the lack of discovery in such proceedings, the fact that there are
17 fewer available remedies, and the losing party has the right to a trial de novo in
18 the Superior Court.

19 **FACTUAL ALLEGATIONS**

20 39. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees and
21 Class Members worked for DEFENDANTS in the State of California. At all times referenced herein,
22 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and Class Members
23 and suffered and/or permitted them to work.

24 40. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title
25 of assembly worker and/or similar title and/or job position from in or around March 2024, through
26 in or around August 2024. PLAINTIFF was assigned by Volt to work at including but not limited
27 to, Ledra Brands's facilities located in Irvine, California. PLAINTIFF was employed directly by
28 Ledra Brands from in or around August 2024 through in or around February 2025, working as an

1 assembly worker and/or similar title and/or job position at Ledra Brand's facilities located in Irvine,
2 California. PLAINTIFF typically worked shifts lasting at least eight (8) to eleven (11) hours.
3 DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours
4 worked. At times during PLAINTIFF's employment, PLAINTIFF was paid an hourly rate of
5 \$18.00.

6 41. **Unpaid Minimum and Overtime Wages.** Based on information and belief,
7 Aggrieved Employees and Class Members were not paid for all hours worked due to
8 DEFENDANTS' mandated off-the-clock work policies/practices and/or time editing/rounding.

9 42. For example, DEFENDANTS' wage statements issued to PLAINTIFF for including
10 but not limited to the following pay period(s) evidence rounding of PLAINTIFF's total hours
11 worked to at least the nearest quarter hour, resulting in DEFENDANTS' failure to compensate
12 PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF: pay period
13 beginning on 6.17.24 and ending on 6.23.24 showing precisely 38.50 total hours worked. Based on
14 information and belief, many, if not all wage statements issued by DEFENDANTS to PLAINTIFF
15 evidence rounding of PLAINTIFF's total hours worked to at least the nearest quarter hour, resulting
16 in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment
17 of wages owed to PLAINTIFF.

18 43. Based on information and belief, at times, due to including but not limited to,
19 DEFENDANTS' rounding/time shaving policies and practices, DEFENDANTS required, suffered
20 and/or permitted Aggrieved Employees and Class Members to complete off-the-clock work tasks
21 prior to clocking in for the start of their shifts, after clocking out for the end of their shifts and/or
22 during unpaid meal periods, resulting in DEFENDANTS' failure to compensate Aggrieved
23 Employees and Class Members for all hours worked and the underpayment of wages owed to those
24 Aggrieved Employees and Class Members.

25 44. DEFENDANTS' failure to pay for all time worked by virtue of its off-the-clock work
26 policies/practices and/or time editing/rounding resulted in the underpayment of minimum wages
27 owed to PLAINTIFF and Aggrieved Employees and Class Members as well as unpaid overtime
28

1 wages for those Aggrieved Employees and Class Members who worked more than eight (8) hours
2 in a day and/or more than forty (40) hours in a week.

3 45. Based on information and belief, DEFENDANTS had actual and/or constructive
4 knowledge that their off-the-clock work and/or time editing/rounding policies/practices resulted in
5 the underpayment of minimum wages owed to PLAINTIFF and other Aggrieved Employees and
6 Class Members, in violation of California's minimum wage laws.

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

10 47. Based on information and belief, DEFENDANTS failed to incorporate all non-
11 discretionary remuneration, including but not limited to, non-discretionary piece-rate compensation,
12 shift differential pay, bonus/incentive pay, multiple base rates of pay and/or other non-discretionary
13 pay into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the
14 miscalculation and underpayment of overtime wages owed

15 48. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees and Class
16 Members consistently worked shifts of more than five (5) hours, entitling them to at least one meal
17 period. PLAINTIFF and other Aggrieved Employees and Class Members consistently worked shifts
18 of more than ten (10) hours, entitling them to a second meal period.

19 49. PLAINTIFF and other Aggrieved Employees and Class Members would not receive
20 legally compliant thirty (30) minute meal breaks. Based on information and belief, Aggrieved
21 Employees and Class Members were consistently unable to take timely, off duty, thirty-minute,
22 uninterrupted meal periods.

23 50. For example, PLAINTIFF consistently worked shifts lasting longer than ten (10)
24 hours but was afforded a maximum of a single purported meal period during those shifts even though
25 PLAINTIFF did not waive his rights to second meal periods on those shifts. Based on information
26 and belief, DEFENDANTS have an unlawful policy and practice of failing to provide second meal
27 periods during shifts lasting longer than ten (10) hours.

28 51. Aggrieved Employees and Class Members were required to take meal periods past

1 the fifth/tenth hour of work, had their meal periods interrupted, cut short, restricted to
2 DEFENDANTS' premises and/or otherwise on duty due to commentary from supervisors,
3 understaffing, the nature and constraints of their job duties, and/or the need to meet DEFENDANTS'
4 goals and expectations.

5 52. Based on information and belief, DEFENDANTS had actual and/or constructive
6 knowledge that their policies and practices resulted in the denial of meal periods owed to
7 PLAINTIFF and other Aggrieved Employees and Class Members, in violation of California's meal
8 period laws.

9 53. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees and
10 Class Members, an additional hour of wages at their respective regular rates of compensation for
11 each workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal
12 period premium at all for each workday a lawful meal period was not provided and/or failed to pay
13 the proper meal period premium for failure to incorporate all non-discretionary remuneration,
14 including but not limited to, bonuses, commission pay, shift differential pay and/or other non-
15 discretionary compensation into the regular rate or compensation for purposes of calculating the
16 owed meal period premium.

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

21 55. PLAINTIFF and other Aggrieved Employees and Class Members were not
22 adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest
23 breaks per California law.

24 56. For example, based on information and belief, at times, PLAINTIFF and other
25 Aggrieved Employees and Class Members were unable to take compliant rest periods due to their
26 need to complete assigned job duties and/or were unable to take a net ten-minute rest period in a
27 suitable rest area and/or had purported rest periods restricted to DEFENDANTS' premises/their
28 workstations.

1 57. By way of example, DEFENDANTS prohibited PLAINTIFF and other Aggrieved
2 Employees and Class Members from leaving the worksite during purported rest periods, and as such,
3 PLAINTIFF and other Aggrieved Employees and Class Members were not relieved of all duties and
4 DEFENDANTS' control during purported rest periods, in violation of California rest period law.

5 58. Moreover, DEFENDANTS failed to permit any third rest period on shifts lasting
6 longer than ten hours. For example, at times, PLAINTIFF worked shifts lasting longer than ten (10)
7 hours but was only authorized to take a maximum of two (2) rest periods during those shifts.

8 59. As explained herein, DEFENDANTS implemented policies and/or practices that
9 failed to relieve PLAINTIFF and other Aggrieved Employees and Class Members of all duties and
10 DEFENDANTS' control during rest periods by virtue of restricting PLAINTIFF and other
11 Aggrieved Employees and Class Members to the worksite during purportedly off-duty rest periods,
12 in violation of California law

13 60. For example, as explained herein, DEFENDANTS required Aggrieved Employees
14 and Class Members to remain tethered to their worksites/assigned work location during purported
15 rest periods and as such failed to relieve Aggrieved Employees and Class Members of all duties and
16 DEFENDANTS' control during purported rest periods, in violation of California rest period law.

17 61. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
18 which Aggrieved Employees and Class Members experienced a missed or otherwise unlawful rest
19 period in violation of California law. *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864,
20 872. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees and Class
21 Members, an additional hour of wages at their respective regular rates of pay for each workday a
22 proper rest period was not provided. DEFENDANTS either failed to pay a rest period premium at
23 all for each workday a lawful rest period was not provided and/or failed to pay the proper rest period
24 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,
25 bonuses, commission pay, shift differential pay, and/or other non-discretionary compensation into
26 the regular rate of compensation for purposes of calculating the owed rest period premium.

27 62. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
28 provide PLAINTIFF and other Aggrieved Employees and Class Members with accurate wage

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

10 63. DEFENDANTS' issued wage statements to PLAINTIFF and all Aggrieved
11 Employees and Class Members that also failed to indicate the earned gross and net wages earned
12 during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours
13 worked" by PLAINTIFF and all Aggrieved Employees and Class Members (by virtue of
14 DEFENDANTS' off-the-clock work policies and practices described above), which results in a
15 violation of Labor Code section 226(a).

16 64. Failure to list all hours worked on a wage statement, gives rise to an inference of
17 injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th
18 1308, 1337).

19 65. Separately, and independent of the above allegations, based on information and
20 belief, PLAINTIFF and other Aggrieved Employees and Class Members were issued wage
21 statements that failed to list the total hours worked, in violation of including but not limited to, Labor
22 Code section 226 (a)(2). Specifically, Ledra Brands issued a wage statement to PLAINTIFF, dated
23 2/14/25, that incorrectly itemizes "Salary" and fails to list the total hours worked, in violation of
24 including but not limited to, Labor Code section 226(a)(2).

25 66. DEFENDANTS' failure to accurately list all hours worked on all wage statements
26 caused confusion to PLAINTIFF and caused and continue to cause confusion to the Aggrieved
27 Employees and Class Members over whether they received all wages owed to them. PLAINTIFF
28 and Aggrieved Employees and Class Members were injured by DEFENDANTS' failure to provide

1 accurate wage statements.

2 67. In addition, because of the violations detailed above, including but not limited to, not
3 paying regular and overtime wages for all hours worked, and failing to provide meal and rest break
4 premiums, DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
5 PLAINTIFF and all Aggrieved Employees and Class Members with accurate, itemized wage
6 statements.

7 68. Based on information and belief, wage statements issued by DEFENDANTS failed
8 to list all applicable hourly rates in effect during the pay period and the corresponding number of
9 hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

10 69. For example, based on information and belief, DEFENDANTS failed to incorporate
11 all forms of non-discretionary compensation earned during the pay period into the overtime pay rate
12 calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime
13 worked by PLAINTIFF and other Aggrieved Employees and Class Members.

14 70. **Unreimbursed Business Expenses.** DEFENDANTS shifted the costs of doing
15 business onto Aggrieved Employees and Class Members by requiring them to pay for their business
16 expenses including, the use of their personal cell phones/mobile devices for work-related purposes
17 and by requiring them to pay for steel-toed boots/work shoes.

18 71. For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
19 cell phone to carry out assigned job duties, including, for downloading a work-related application
20 for clocking in and out for shifts each workday from approximately March 2024 through
21 approximately August 2024, however, DEFENDANTS failed to provide PLAINTIFF with any
22 reimbursement for these business expenses.

23 72. Moreover, PLAINTIFF was required to supply steel-toed boots that DEFENDANTS
24 required PLAINTIFF wear for work, however, DEFENDANTS did not provide any reimbursement
25 for these business expenses.

26 73. As described herein, DEFENDANTS regularly failed to reimburse and indemnify
27 PLAINTIFF, Aggrieved Employees and Class Members for all reasonable expenses associated with
28 carrying out their job duties. DEFENDANTS' failure to provide full reimbursement for all

1 reasonable expenses associated with carrying out their duties required that PLAINTIFF, Aggrieved
2 Employees and Class Members subsidize and/or carry the burden of business expenses in violation
3 of Labor Code section 2802.

4 **74. Violation of Labor Code Sections 2100-2112.** During the relevant period,
5 DEFENDANTS employed 100 or more Aggrieved Employees and Class Members at a single
6 warehouse distribution center and/or employed 1,000 or more Aggrieved Employees and Class
7 Members at one or more distribution centers in California rendering DEFENDANTS subject to the
8 provisions of Labor Code Sections 2100-2112, during the relevant period.

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

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

22 **77. Semimonthly Payment Violations.** Labor Code section 204 requires that all earned
23 wages must be paid to employees twice during each calendar month. DEFENDANTS violated this
24 section by, including but not limited to, failing to pay PLAINTIFF and other Aggrieved Employees
25 and Class Members an additional hour of pay for meal and rest periods not provided and/or
26 otherwise unlawful, by failing to compensate employees for all hours worked, and by failing to pay
27 proper premium wage rates for all hours worked. These violations subject DEFENDANTS to civil
28 penalties under Labor Code section 210.

1 78. **Recordkeeping Requirement Violations.** California Labor Code section 1174
2 requires employers to keep “accurate and complete” payroll records showing, among other things,
3 the hours worked daily by PLAINTIFF and Aggrieved Employees and Class Members. All
4 applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records
5 reflecting the times during which allowed meal periods were provided each day.

6 79. Based on information and belief, DEFENDANTS failed, and continue to fail, to keep
7 accurate and complete payroll records as required by law, including but not limited to the following
8 records: total daily hours worked, applicable rates of pay, time records showing when PLAINTIFF
9 and other Aggrieved Employees and Class Members began and ended each work period, time
10 records of meal periods, and accurate itemized wage statements.

11 80. Based on information and belief, DEFENDANTS failed and continue to fail to keep
12 accurate and complete records showing total hours worked by PLAINTIFF and Aggrieved
13 Employees and Class Members by virtue of DEFENDANTS’ time rounding and/or auto deduction
14 policies and practices and/or other off-the-clock work policies and practices.

15 81. DEFENDANTS failed and continue to fail to keep accurate and complete records
16 showing total hours worked by virtue of DEFENDANTS’ failure to relieve PLAINTIFF and
17 Aggrieved Employees and Class Members of all duties and DEFENDANTS’ control for unpaid
18 meal periods, resulting in unpaid hours worked.

19 82. Based on information and belief, DEFENDANTS further failed, and continue to fail,
20 to record the true start and end times of PLAINTIFF’s and Aggrieved Employees and Class
21 Members’ meal periods.

22 83. Based on further information and belief, DEFENDANTS further failed and continue
23 to fail, to record the true start and end times of PLAINTIFF and Aggrieved Employees and Class
24 Members’ work shifts.

25 84. Additionally, DEFENDANTS failed, and continue to fail to keep accurate records
26 and issue accurate wage statements by not documenting accrued sick time for PLAINTIFF and
27 Aggrieved Employees and Class Members. DEFENDANTS’ failure to keep “accurate and
28 complete” payroll records for PLAINTIFF and Aggrieved Employees and Class Members violates

1 Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These
2 violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 226.6, 1174.5
3 and 2699.

4 **85. Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
5 information and belief, DEFENDANTS failed to timely pay Aggrieved Employees and Class
6 Members all wages that were due and owing upon termination or resignation. Based on information
7 and belief, DEFENDANTS untimely provide final wages to Aggrieved Employees and Class
8 Members without regard to the timing requirements of Labor Code sections 201-202.

9 **86.** Upon separation of employment, Aggrieved Employees and Class Members' \final
10 paychecks were not timely provided, were not timely provided with all owed vacation pay/paid time
11 off and/or did not include all wages owed, including but not limited to, all owed minimum wages,
12 overtime wages, premium wages, vacation pay and/or paid time off wages at the properly accrued
13 rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate including
14 non-discretionary compensation, including but not limited to, any owed shift differentials).

15 **87.** For example, DEFENDANTS failed to furnish PLAINTIFF with any final paycheck
16 upon termination of PLAINTIFF's employment, and PLAINTIFF's late final paycheck was devoid
17 of all wages owed including without limitation, all owed minimum wages, overtime wages,
18 premium wages, and any and all paid time off wages at the properly accrued rates.

19 **88.** For example, when Volt terminated PLAINTIFF's employment in or around
20 July/August 2024, PLAINTIFF was required to wait at least approximately one week after
21 separation of employment to receive any final paycheck. Similarly, when Ledra Brands terminated
22 PLAINTIF's employment in 2025, PLAINTIFF was required to wait at least approximately one day
23 after PLAINTIFF's date of termination to receive any final paycheck. In both instances,
24 PLAINTIFF's late final paychecks were devoid of all wages owned including without limitation,
25 all owed minimum wages, overtime wages, premium wages and/or paid time off wages at the
26 properly accrued rates.

27 **89. Temporary Services Employer Weekly Payment Violations.** Labor Code section
28 201.3 requires that temporary services employers pay employees assigned to work for clients no

1 less frequently than weekly, with wages for work performed during any calendar week due and
2 payable not later than the regular payday of the following calendar week. DEFENDANTS violated
3 this section by, including but not limited to, failing to pay PLAINTIFF and other Aggrieved
4 Employees and Class Members on a weekly basis as required, delaying payment of wages beyond
5 the regular payday of the following calendar week, and failing to timely pay all earned wages
6 including unpaid meal and rest period premiums, unpaid overtime, and other compensation owed.
7 These violations subject DEFENDANTS to civil penalties under Labor Code section 203.

8
9 **FIRST CAUSE OF ACTION**

10 **Recovery of Unpaid Minimum Wages and Liquidated Damages**
11 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

12 90. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

13 91. It is fundamental that an employer must pay its employees for all time worked.
14 California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages.
15 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 224 only
16 permits deductions from wages when the employer is required or empowered to do so by state or
17 federal law or when the deduction is expressly authorized in writing by the employee for specified
18 purposes that do not have the effect of reducing the agreed upon wage. Labor Code section 223
19 prohibits the pay of less than a statutory or contractual wage scale.

20 92. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
21 Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up
22 to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage.
23 Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
24 period is unlawful.

25 93. DEFENDANTS violated California’s minimum wage laws by failing to compensate
26 PLAINTIFF and the Class Members for all hours worked by virtue of, among other things,
27 DEFENDANTS’ time rounding, automatic deduction for meal periods, off-the-clock/unpaid work
28 completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work,
and/or payment according to scheduled hours worked rather than actual hours worked (described

1 above), which resulted in the failure to account for all hours worked and thus the denial of minimum
2 wages.

3 94. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
4 Class Members for all hours worked.

5 95. Based on information and belief, DEFENDANTS had actual or constructive
6 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
7 meal periods, failure to relieve employees of all duties and employer control during unpaid meal
8 periods, policy and practice of payment according to scheduled work time rather than actual work
9 time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages
10 owed to PLAINTIFF and other Class Members.

11 96. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
12 Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus
13 penalties pursuant to Labor Code sections 1197.1, 1198, and 1199, plus attorney's fees and costs, in
14 an amount to be proved at trial.

15 **SECOND CAUSE OF ACTION**

16 **Recovery of Unpaid Overtime Wages**

17 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

18 97. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

19 98. Employees in California must be paid overtime, equal to one and one-half times the
20 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
21 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of
22 work in a workweek, and they must be paid double the regular rate of pay for all hours worked in
23 excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh
consecutive day of work in a workweek, unless they are exempt.

24 99. PLAINTIFF and the Class Members worked overtime hours for which they were not
25 compensated by DEFENDANTS by virtue of, among other things, DEFENDANTS' time rounding,
26 automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods,
27 other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to
28 scheduled hours worked rather than actual hours worked (described above), which resulted in the

1 failure to account for all hours worked and thus the denial of all owed overtime wages.

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

6 101. Based on information and belief, DEFENDANTS further violated California's
7 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
8 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
9 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
10 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
11 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
12 other Class Members.

13 102. DEFENDANTS' conduct described above is in violation of California Labor Code
14 sections 510 and 1194 and all applicable Wage Orders.

15 103. DEFENDANTS' conduct described above is further subject to penalties pursuant to
16 Labor Code sections 558, 1198, and 1199.

17 104. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
18 wages, plus attorney's fees and costs, in an amount to be proved.

19 **THIRD CAUSE OF ACTION**

20 **Failure to Provide Meal Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

21 105. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

22 106. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
23 DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-minute
24 meal break free from all duties and employer control for all shifts longer than 5 hours, and a second
25 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be
26 waived, but only under the following circumstances: (1) if an employee's total work period in a day
27 is over five (5) hours but no more than six (6) hours, the required meal period may be waived by
28 mutual consent of the employer and employee, and (2) if an employee's total work period in a day

1 is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be
2 waived by mutual consent of the employer and employee, but only if the first meal period was not
3 waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their
4 employees for at least one meal period for shifts over five hours (see above), and (2) to record having
5 done so.

6 107. Employers must pay employees an additional hour of wages at the employees'
7 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
8 meal period, first meal period provided after five (5) hours, second meal period provided after 10
9 hours). Lab. Code § 226.7.

10 108. As explained above, PLAINTIFF and other Class Members were consistently unable
11 to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being
12 forced to take late meal periods, interrupted meal periods, and/or work through part or all of their
13 meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary
14 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
15 completely.

16 109. Based on information and belief, DEFENDANTS had and continue to have a policy
17 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
18 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Class
19 Members did not receive compliant meal periods.

20 110. Moreover, based on information and belief, Class Members did not receive a timely,
21 uninterrupted second meal period when working shifts over ten (10) hours in a workday.

22 111. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
23 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
24 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
25 violation of California's meal period laws.

26 112. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
27 periods in violation of California law and/or failed to pay the proper meal period premium for failure
28 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift

1 differential pay and/or other non-discretionary compensation into the regular rate or compensation
2 for purposes of calculating the owed meal period premium.

3 113. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members
4 are entitled to one additional hour's pay at the employee's regular rate of compensation for each day
5 a meal period was missed, late, interrupted, or otherwise unlawful, plus penalties pursuant to Labor
6 Code sections 558, 1198, and 1199, plus attorneys' fees and costs, all in an amount to be proved at
7 trial.

8
9 **FOURTH CAUSE OF ACTION**
10 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
11 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

12 114. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

13 115. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
14 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
15 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
16 "insofar as practicable." In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the
17 California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts
18 from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10
19 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029).
20 The rest period requirement obligates employers to permit and authorize employees to take off-duty
21 rest periods, meaning employers must relieve employees of all duties and relinquish control over
22 how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

23 116. If the employer fails to provide any required rest period, the employer must pay the
24 employee one hour of pay at the employee's regular rate of compensation for each workday the
25 employer did not provide at least one legally required rest period, pursuant to Labor Code section
26 226.7.

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

1 DEFENDANTS' control due to the nature and constraints of Class Members' job duties,
2 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Class Members to
3 skip rest periods completely or otherwise take non-compliant rest periods.

4 118. Based on information and belief, DEFENDANTS implemented policies and/or
5 practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer
6 control during rest periods. Based on further information and belief, Class Members were pressured
7 to complete their work duties according to a designated schedule such that rest periods were only
8 taken once tasks were completed, and/or as time permitted.

9 119. As a result, PLAINTIFF and Class Members did not receive legally compliant first,
10 second, or third rest periods as required by California law.

11 120. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
12 period premium to PLAINTIFF and other Class Members for each workday in which there was a
13 missed or otherwise unlawful rest period. Based on further information and belief, when a rest
14 premium was paid, DEFENDANTS failed to include non-discretionary compensation including but
15 not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the
16 regular rate of compensation for purposes of determining the owed rest period premium.

17 121. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one
18 hour of additional pay at the regular rate of compensation for each workday that a required rest
19 period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage
20 Order, plus penalties pursuant to Labor Code sections 558, 1198, and 1199, plus pre-judgment
21 interest, plus attorneys' fees and costs, all in an amount to be proved at trial.

22 **FIFTH CAUSE OF ACTION**

23 **Failure to Furnish Accurate Itemized Wage Statements** 24 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

25 122. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

26 123. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFF and the Class
27 Members were entitled to receive, semimonthly or at the time of each payment of wages, an itemized
28 wage statement accurately stating the following:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee
whose compensation is solely based on a salary and who is exempt from payment of

1 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial
2 Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate
3 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
4 made on written orders of the employee may be aggregated and shown as one item, (5) net
5 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
6 name of the employee and his or her social security number, except that by January 1, 2008,
7 only the last four digits of his or her social security number or an employee identification
8 number other than a social security number may be shown on the itemized statement, (8) the
9 name and address of the legal entity that is the employer, and (9) all applicable hourly rates
10 in effect during the pay period and the corresponding number of hours worked at each hourly
11 rate by the employee.

12 124. As DEFENDANTS failed to provide PLAINTIFF and other Class Members with
13 meal and rest periods that complied with Labor Code section 226.7, any wage statements
14 DEFENDANTS issued to PLAINTIFF and other Class Members failed and continue to fail to
15 correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the
16 total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages
17 earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect
18 during the pay period and the corresponding number of hours worked at each hourly rate by the
19 employee, in violation of Labor Code section 226(a)(9).

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

126. As explained above, any wage statements issued by DEFENDANTS failed to list the
"total hours worked" by PLAINTIFF and Class Members (by virtue of rounded time entries,
automatic deduction for meal periods/failure to relieve Class Members of all duties and employer

1 control during unpaid meal periods, payment according to scheduled hours worked rather than actual
2 hours worked, and/or other off-the-clock work policies and practices all described in greater detail
3 *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on
4 a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v.*
5 *Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

6 127. Based on information and belief, any wage statements issued by DEFENDANTS
7 failed to list all applicable hourly rates in effect during the pay period and the corresponding number
8 of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

9 128. Separately, and independent from the above allegations, DEFENDANTS issued
10 wage statements to PLAINTIFF and Class Members that violate Labor Code section 226(a)(8), by
11 failing to list the correct name and/or address of the legal entity that is the employer.

12 129. Based on information and belief, wage statements issued by DEFENDANTS failed
13 to list the inclusive dates of the pay period for which the Class Member is being paid.

14 130. DEFENDANTS' failure to accurately list all hours worked on all wage statements
15 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Class
16 Members over whether they received all wages owed to them.

17 131. As a result, PLAINTIFF and other Class Members have suffered injury as they could
18 not easily determine whether they received all wages owed to them and whether they were paid for
19 all hours worked.

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

23 133. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
24 Class Members with accurate, itemized wage statements.

25 134. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Class Members
26 have suffered injury. The absence of accurate information on their wage statements has prevented
27 earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
28 mathematical computations to determine the amount of wages owed, and will cause difficulty and

1 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
2 submission of inaccurate information about wages and amounts deducted from wages to state and
3 federal government agencies. As a result, PLAINTIFF and Class Members are required to
4 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
5 and pay records than if DEFENDANT had complied with its legal obligations.

6 135. Pursuant to California Labor Code section 226(e), PLAINTIFF and Class Members
7 are entitled to recover fifty dollars per employee for the initial pay period in which a Section 226
8 violation occurred and one hundred dollars per employee per violation for each subsequent pay
9 period, not to exceed an aggregate penalty of four thousand dollars per employee.

10 136. Pursuant to California Labor Code § 226(h), PLAINTIFF and Class Members are
11 entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance with
12 California Labor Code § 226(a). Injunctive relief is warranted because DEFENDANTS continue to
13 provide currently employed Class Members with inaccurate wage statements and/or with no wage
14 statements at all in violation of California Labor Code § 226, including but not limited to §226(a).
15 Currently employed Class Members have no adequate legal remedy for the continuing injuries that
16 will be suffered as a result of DEFENDANTS' ongoing unlawful conduct. Injunctive relief is the
17 only remedy available for ensuring DEFENDANTS' compliance with California Labor Code §
18 226(a).

19 137. Pursuant to California Labor Code §§ 226(e) and 226(h), PLAINTIFF and Class
20 Members are entitled to recover the full amount of penalties due under Section 226(e), reasonable
21 attorneys' fees, and costs of suit. These violations further subject DEFENDANTS to penalties under
22 Labor Code section 226.3, which provides that civil penalties shall be assessed on a per employee
23 per violation basis.

24 **SIXTH CAUSE OF ACTION**

25 **Failure to Timely Pay All Wages Due Upon Separation of Employment** 26 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

27 138. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

28 139. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
employer discharges an employee, the wages earned and unpaid at the time of discharge are due and

1 payable immediately.”

2 140. California Labor Code section 202(a) provides, in relevant part, that “[i]f an
3 employee not having a written contract for a definite period quits his or her employment, his or her
4 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
5 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
6 to his or her wages at the time of quitting.”

7 141. Based in information and belief, DEFENDANTS failed and continue to fail to timely
8 pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of
9 Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class
10 Members do not include all wages owed as they are devoid of, including but not limited to, all owed
11 minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or
12 paid time off wages at the properly accrued rates.

13 142. DEFENDANTS' violations of Labor Code sections 201 and 202, and their failure to
14 timely pay wages semi-monthly as required by Labor Code section 204, further subject
15 DEFENDANTS to penalties under Labor Code sections 210 and 256. Moreover, DEFENDANTS
16 violated Labor Code section 201.3 by failing to pay PLAINTIFF and other Class Members on a
17 weekly basis as required for temporary services employers.

18 143. Under Labor Code section 203, PLAINTIFF and the Class Members who are no
19 longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days'
20 pay, plus attorney's fees and costs, in an amount to be proved at trial.

21
22 **SEVENTH CAUSE OF ACTION**
23 **Failure to Reimburse Business Expenses**
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

24 144. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

25 145. California law requires employers to indemnify their employees for all necessary
26 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
27 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
28 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary

1 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees
2 incurred by the employee enforcing the rights granted by this section."

3 146. California Labor Code section 2804 further provides that any contract or agreement,
4 express or implied, made by any employee to waive the benefits of section 2802 or any part thereof,
5 is null and void.

6 147. Among other things, under California law, when employees must use their personal
7 cellphones for work-related purposes, the employer must reimburse them for a reasonable
8 percentage of their cell phone bills. See *Cochran v. Schwan's Home Services, Inc.* (2014) 228
9 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
10 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
11 Id. 1144-1145. California law also requires employers to reimburse employees for automobile
12 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
13 and tear on the vehicle. See *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

14 148. As described above, PLAINTIFF and the Class Members were improperly required
15 to pay for business expenses that are legally the responsibility of the employer.

16 149. DEFENDANTS' failure to provide PLAINTIFF and the Class Members with full
17 reimbursement for all reasonable expenses associated with carrying out their duties required that
18 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in
19 violation of Labor Code section 2802.

20 150. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class
21 Members have suffered injury in that they were not completely reimbursed as mandated by
22 California law.

23 151. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
24 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
25 attorneys' fees, and costs of suit.

26 **EIGHTH CAUSE OF ACTION**

Unfair Competition

27 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

28 152. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

1 153. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition
2 within the meaning of California Business and Professions Code section 17200 *et seq.* This unfair
3 conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS'
4 failure to pay minimum and overtime wages by virtue of its illegal policies and practices**;
5 DEFENDANTS' violation of Labor Code section 2810.3 establishing joint employer liability;**
6 DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay
7 proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and accurate itemized
8 wage statements; DEFENDANTS' failure to reimburse business expenses in violation of Labor
9 Code sections 2802 and 2804; DEFENDANTS' failure to timely pay all wages owed upon
10 separation of employment in violation of Labor Code sections 201, 202, 203, and 256;
11 DEFENDANTS' failure to pay wages semi-monthly as required by Labor Code sections 204 and
12 210; DEFENDANTS' failure to pay weekly wages as required by Labor Code section 201.3; and
13 DEFENDANTS' failure to provide paid sick leave (or paid time off in lieu thereof) at the properly
14 accrued rates (due to, including but not limited to, DEFENDANTS' failure to incorporate all non-
15 discretionary compensation into the sick pay calculation and failure to base the accrued sick leave
16 on the correct number of hours worked as a result of DEFENDANTS' time-rounding/auto deduction
17 policies and practices, payment according to scheduled hours worked and/or other off-the-clock
18 work policies and practices).

19 154. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
20 California Labor Code, DEFENDANTS have gained a competitive advantage over other
21 comparable companies doing business in the State of California that comply with their obligations
22 to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums
23 in lieu thereof, to properly accrue and pay sick time benefits, to provide complete and accurate
24 itemized wage statements, failure to reimburse employees for all business expenses, to pay all owed
25 minimum and overtime wages and to pay all wages due upon separation of employment of their
26 employees.

27 155. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
28 and Class Members have suffered injury in fact and lost money or property, as described in more

1 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
2 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
3 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their
4 unlawful and unfair business practices.

5 156. PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class
6 Members, enjoining DEFENDANTS and any and all persons acting in concert with them from
7 engaging in each of the unlawful practices and policies set forth herein.

8 157. PLAINTIFF also seeks an award of attorney's fees pursuant to Code Civ. Proc
9 Section 1021.5 and as permitted by law, and an award for costs reasonably incurred, as permitted
10 by law.

11 **NINTH CAUSE OF ACTION**
12 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
13 **2698, *ET SEQ.***
14 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
15 **Defendants)**

16 158. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

17 159. As set forth above, DEFENDANTS have committed numerous violations of the
18 California Labor Code due to including but not limited to their failure to pay all owed minimum
19 wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation
20 in lieu thereof, failure to provide accurate wage statements, failure to reimburse business expenses,
21 and failure to pay all wages owed upon separation of employment as alleged above. PAGA penalties
22 are in addition to any other relief available under the Labor Code.

23 160. DEFENDANTS have violated the following Labor Code sections and provisions of
24 the applicable Wage Order as to PLAINTIFF and Aggrieved Employees.

25 **Minimum and Overtime Wage Violations**

26 161. California law provides that employees in California must be paid for all hours
27 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
28 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
The minimum wage standard applies to each hour employees worked for which they were not paid.
Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful

1 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
2 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

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

9 163. As explained above, DEFENDANTS violated California's minimum and overtime
10 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
11 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
12 start and end times and meal period start and end times), payment according to scheduled hours
13 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during
14 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
15 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

16 164. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
17 Aggrieved Employees for all hours worked.

18 165. Based on information and belief, DEFENDANTS had actual or constructive
19 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
20 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
21 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
22 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved
23 Employees.

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

27 167. Based on information and belief, DEFENDANTS further violated California's
28 overtime wage laws by failing to incorporate all non-discretionary compensation into the regular

1 rate of pay resulted in a miscalculation of the overtime wage rate, resulting in the underpayment of
2 overtime wages owed to PLAINTIFF and other Aggrieved Employees.

3 168. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
4 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
5 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
6 Wage Orders, section 20.

7 **Meal Period Violations**

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

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

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

24 172. Employers must pay employees an additional hour of wages at the employees’
25 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
26 meal period, first meal period provided after five (5) hours, second meal period provided after 10
27 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
28 provide an employee a meal period in accordance with the applicable provision of this Order, the

1 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
2 for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

3 173. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
4 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
5 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
6 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
7 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
8 periods completely.

9 174. Based on information and belief, DEFENDANTS had and continue to have a policy
10 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
11 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and
12 Aggrieved Employees did not receive compliant meal periods.

13 175. Moreover, based on information and belief, Aggrieved Employees did not receive a
14 timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

15 176. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
16 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
17 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
18 violation of California's meal period laws.

19 177. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
20 periods in violation of California law and/or failed to pay the proper meal period premium for failure
21 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
22 differential pay and/or other non-discretionary compensation into the regular rate or compensation
23 for purposes of calculating the owed meal period premium.

24 178. These unlawful meal period policies and practices result in violations of Labor Code
25 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
26 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
27 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
28 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

1 **Rest Period Violations**

2 179. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
3 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
4 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
5 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
6 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
7 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
8 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
9 1029). The rest period requirement obligates employers to permit and authorize employees to take
10 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
11 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
12 257. If the employer fails to provide any required rest period, the employer must pay the employee
13 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
14 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
15 applicable IWC Wage Order, §12(B).

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

26 181. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
27 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
28 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject

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

4 182. Based on information and belief, DEFENDANTS implemented policies and/or
5 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
6 employer control during rest periods. Based on further information and belief, Aggrieved
7 Employees were pressured to complete their work duties according to a designated schedule such
8 that rest periods were only taken once tasks were completed, and/or as time permitted.

9 183. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
10 first, second, or third rest periods as required by California law.

11 184. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
12 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
13 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
14 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
15 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
16 the regular rate of compensation for purposes of determining the owed rest period premium.

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

20 **Wage Statement Violations**

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

1 during the pay period and the corresponding number of hours worked at each hourly rate by the
2 employee. Cal. Lab. Code. section 226(a).

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

11 188. DEFENDANTS' issued wage statements to PLAINTIFF and all Aggrieved
12 Employees that also failed to indicate the earned gross and net wages earned during the pay period,
13 the correct applicable rates of pay for all hours worked, and the "total hours worked" by PLAINTIFF
14 and all Aggrieved Employees (by virtue of DEFENDANTS' off-the-clock work policies and
15 practices described above), which results in a violation of Labor Code section 226(a).

16 189. Failure to list all hours worked on a wage statement, gives rise to an inference of
17 injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th
18 1308, 1337).

19 190. Separately, and independent of the above allegations, based on information and
20 belief, PLAINTIFF and other Aggrieved Employees were issued wage statements that failed to list
21 the total hours worked, in violation of including but not limited to, Labor Code section 226(a)(2).
22 Specifically, Ledra Brands issued a wage statement to PLAINTIFF, dated 2/14/25, that incorrectly
23 itemizes "Salary" and fails to list the total hours worked, in violation of including but not limited to,
24 Labor Code section 226(a)(2).

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

1 192. In addition, because of the violations detailed above, including but not limited to, not
2 paying regular and overtime wages for all hours worked, and failing to provide meal and rest break
3 premiums, DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
4 PLAINTIFF and all Aggrieved Employees with accurate, itemized wage statements.

5 193. Based on information and belief, wage statements issued by DEFENDANTS failed
6 to list all applicable hourly rates in effect during the pay period and the corresponding number of
7 hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

8 194. For example, based on information and belief, DEFENDANTS failed to incorporate
9 all forms of non-discretionary compensation earned during the pay period into the overtime pay rate
10 calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime
11 worked by PLAINTIFF and other Aggrieved Employees.

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

15 **Business Expense Violations**

16 196. California law requires employers to indemnify their employees for all necessary
17 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
18 their obedience to the directions of the employer. *See* Cal. Lab. Code § 2802(a) and all applicable
19 Wage Orders, § 9 (b). Furthermore, “for purposes of [section 2802], the term ‘necessary expenditure
20 or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees incurred
21 by the employee enforcing the rights granted by this section.”

22 197. Among other things, under California law, when tools or equipment are required by
23 the employer or are necessary to the performance of a job, such tools and equipment shall be
24 provided and maintained by employer, except that an employee whose wages are at least two (2)
25 times the minimum wage provided herein may be required to provide and maintain hand tools and
26 equipment customarily required by the trade or craft. *See* applicable IWC Wage Order, § 9 (b).

27 198. Among other things, under California law, when employees must use their personal

28 ² See Lab. Code §226.3 (establishing that the civil penalty is “per employee per violation”).

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

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

10 200. DEFENDANTS shifted the costs of doing business onto Aggrieved Employees and
11 by requiring them to pay for their business expenses including, the use of their personal cell
12 phones/mobile devices for work-related purposes and by requiring them to pay for steel-toed
13 boots/work shoes.

14 201. For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF’s personal
15 cell phone to carry out assigned job duties, including, for downloading a work-related application
16 for clocking in and out for shifts each workday from approximately March 2024 through
17 approximately August 2024, however, DEFENDANTS failed to provide PLAINTIFF with any
18 reimbursement for these business expenses.

19 202. Moreover, PLAINTIFF was required to supply steel-toed boots that DEFENDANTS
20 required PLAINTIFF wear for work, however, DEFENDANTS did not provide any reimbursement
21 for these business expenses.

22 203. As described herein, DEFENDANTS regularly failed to reimburse and indemnify
23 PLAINTIFF, Aggrieved Employees for all reasonable expenses associated with carrying out their
24 job duties. DEFENDANTS’ failure to provide full reimbursement for all reasonable expenses
25 associated with carrying out their duties required that PLAINTIFF, Aggrieved Employees subsidize
26 and/or carry the burden of business expenses in violation of Labor Code section 2802.

27 **Final Pay Violations**
28

1 204. Labor Code section 201 requires employers to pay all wages earned and unpaid at
2 the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides,
3 in relevant part, that “[i]f an employer discharges an employee, the wages earned and unpaid at the
4 time of discharge are due and payable immediately.” California Labor Code section 202(a) provides,
5 in relevant part, that “[i]f an employee not having a written contract for a definite period quits his
6 or her employment, his or her wages shall become due and payable not later than 72 hours thereafter,
7 unless the employee has given 72 hours previous notice of his or her intention to quit, in which case
8 the employee is entitled to his or her wages at the time of quitting.” Pursuant to Labor Code section
9 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns
10 must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each
11 day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is
12 recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los*
13 *Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal.
14 App. 4th 365 (2005).

15 205. Based on information and belief, DEFENDANTS failed to timely pay NON-
16 EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES all wages that
17 were due and owing upon termination or resignation. Based on information and belief,
18 DEFENDANTS untimely provide final wages to NON-EXEMPT AGGRIEVED EMPLOYEES
19 and EXEMPT AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor
20 Code sections 201-202.

21 206. Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES’
22 and EXEMPT AGGRIEVED EMPLOYEES’ final paychecks were not timely provided, were not
23 timely provided with all owed vacation pay/paid time off and/or did not include all wages owed,
24 including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation
25 pay and/or paid time off wages at the properly accrued rates (including but not limited to, all owed
26 vacation pay/paid time off paid at the final rate including non-discretionary compensation, including
27 but not limited to, any owed shift differentials).

1 207. For example, DEFENDANTS failed to furnish PLAINTIFF with any final paycheck
2 upon termination of PLAINTIFF's employment, and PLAINTIFF's late final paycheck was devoid
3 of all wages owed including without limitation, all owed minimum wages, overtime wages,
4 premium wages, and any and all paid time off wages at the properly accrued rates.

5 208. For example, when Volt terminated PLAINTIFF's employment in or around
6 July/August 2024, PLAINTIFF was required to wait at least approximately one week after
7 separation of employment to receive any final paycheck. Similarly, when Ledra Brands terminated
8 PLAINTIFF's employment in 2025, PLAINTIFF was required to wait at least approximately one day
9 after PLAINTIFF's date of termination to receive any final paycheck. In both instances,
10 PLAINTIFF's late final paychecks were devoid of all wages owned including without limitation,
11 all owed minimum wages, overtime wages, premium wages and/or paid time off wages at the
12 properly accrued rates.

13 209. These violations subject DEFENDANTS to civil penalties under Labor Code
14 sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each EXEMPT
15 AGGRIEVED EMPLOYEE and each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay
16 period during which the statute provisions were violated.³

17 **Violations of Labor Code Section 201.3**

18 210. Labor Code section 201.3 requires that temporary services employers pay employees
19 assigned to work for clients no less frequently than weekly, with wages for work performed during
20 any calendar week due and payable not later than the regular payday of the following calendar week.
21 DEFENDANTS violated this section by, including but not limited to, failing to pay PLAINTIFF
22 and other Aggrieved Employees on a weekly basis as required, delaying payment of wages beyond
23 the regular payday of the following calendar week, and failing to timely pay all earned wages
24 including unpaid meal and rest period premiums, unpaid overtime, and other compensation owed.
25 These violations subject DEFENDANTS to civil penalties under Labor Code section 203.

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

27

28

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

11 212. Labor Code Section 2101 provides:

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

17 214. Labor Code Section 2102 provides:

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

25 216. Labor Code Section 2104 provides in pertinent part:

26 217. (a)(1) If a current or former employee believes that meeting a quota caused a
27 violation of their right to a meal or rest period or required them to violate any occupational health
28 and safety laws in the Labor Code or division standards, they have the right to request, and the

1 employer shall provide, a written description of each quota to which the employee is subject and a
2 copy of the most recent 90 days of the employee's own personal work speed data.

3 218. (2) If a former employee requests a written description of the quotas to which they
4 were subject and a copy of their own personal work speed data pursuant to paragraph (1), the
5 employer shall provide 90 days of the former employee's quotas and personal work speed data for
6 the 90 days prior to the date of the employee's separation from the employer.

7 219. (b) An employer that receives a written or oral request for information pursuant to
8 subdivision (a) shall comply with the request as soon as practicable, but no later than 21 calendar
9 days from the date of the request.

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

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

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

27 223. As a result of DEFENDANTS' acts and omissions, DEFENDANTS violated Labor
28 Code section 2100-2112 as to Aggrieved Employees and are subject to civil penalties.

1 **Semimonthly Payment Violations**

2 224. Labor Code section 204 requires that all earned wages must be paid to employees
3 twice during each calendar month. DEFENDANTS violated this section by, including but not
4 limited to, failing to pay PLAINTIFF and other Aggrieved Employees an additional hour of pay for
5 meal and rest periods not provided and/or otherwise unlawful, by failing to compensate employees
6 for all hours worked, and by failing to pay proper premium wage rates for all hours worked. These
7 violations subject DEFENDANTS to civil penalties under Labor Code section 210.

8 **Recordkeeping Requirement Violations**

9 225. California Labor Code section 1174 requires employers to keep “accurate and
10 complete” payroll records showing, among other things, the hours worked daily by PLAINTIFF and
11 Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to
12 keep accurate time records reflecting the times during which allowed meal periods were provided
13 each day.

14 226. Based on information and belief, DEFENDANTS failed, and continue to fail, to keep
15 accurate and complete payroll records as required by law, including but not limited to the following
16 records: total daily hours worked, applicable rates of pay, time records showing when PLAINTIFF
17 and other Aggrieved Employees began and ended each work period, time records of meal periods,
18 and accurate itemized wage statements.

19 227. Based on information and belief, DEFENDANTS failed and continue to fail to keep
20 accurate and complete records showing total hours worked by PLAINTIFF and Aggrieved
21 Employees by virtue of DEFENDANTS’ time rounding and/or auto deduction policies and practices
22 and/or other off-the-clock work policies and practices.

23 228. DEFENDANTS failed and continue to fail to keep accurate and complete records
24 showing total hours worked by virtue of DEFENDANTS’ failure to relieve PLAINTIFF and
25 Aggrieved Employees of all duties and DEFENDANTS’ control for unpaid meal periods, resulting
26 in unpaid hours worked.

27 229. Based on information and belief, DEFENDANTS further failed, and continue to fail,
28 to record the true start and end times of PLAINTIFF’s and Aggrieved Employees’ meal periods.

230. Based on further information and belief, DEFENDANTS further failed and continue to fail, to record the true start and end times of PLAINTIFF and Aggrieved Employees' work shifts.

231. Additionally, DEFENDANTS failed, and continue to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for PLAINTIFF and Aggrieved Employees. DEFENDANTS' failure to keep "accurate and complete" payroll records for PLAINTIFF and Aggrieved Employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699.

232. Under the provisions of PAGA and the above mentioned Labor Code sections, including but not limited to Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 226, 226.3, 226.6, 226.7, 256, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2100-2112, 2802, 2804, and 2810.3, and all applicable Wage Orders as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

- a. All statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein only if permitted by the PAGA statute, pursuant to Labor Code section 2699(a); and
- b. Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code section 2699(f).

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

PRAYER FOR RELIEF

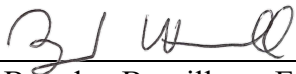
WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of PLAINTIFF, the State of California, all Aggrieved Employees:

1. For an order that the action be certified as a class action;
2. For an order that PLAINTIFF be appointed as class representative;
3. For an order that counsel for PLAINTIFF be appointed as class counsel;

4. For compensatory damages according to proof;
5. For liquidated damages according to proof;
6. For penalties according to proof;
7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully withheld from PLAINTIFF and the Class Members;
8. For an order finding DEFENDANTS have engaged in unfair competition in violation of section 17200, *et seq.*, of the California Business and Professions Code;
9. For an order enjoining DEFENDANTS from further acts of unfair competition;
10. For pre-judgment interest as permitted by law;
11. For civil penalties under Labor Code Section 2699;
12. For attorney's fees and costs reasonably incurred; and
13. For such other and further relief that the Court deems just and proper.

Dated: February 2, 2026

CROSNER LEGAL, PC

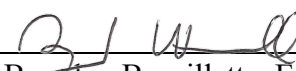
By: 
Brandon Brouillette, Esq.
Raymond Wendell, Esq.
Zachary M. Crosner, Esq.
Attorneys for Plaintiff
ROBERT F. ADAMS

DEMAND FOR JURY TRIAL

PLAINTIFF demands a trial by jury on all claims so triable.

Dated: February 2, 2026

CROSNER LEGAL, PC

By: 
Brandon Brouillette, Esq.
Raymond Wendell, Esq.
Zachary M. Crosner, Esq.
Attorneys for Plaintiff
ROBERT F. ADAMS