

SELIGSON LAW

Kenneth Seligson (State Bar #326326)
2219 Main Street, Unit #710
Santa Monica, CA 90405
Telephone: (213) 293-6692
ken@seligsonlaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
Sydney Castillo-Johnson (State Bar #343881)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

ALEJANDRO BERMUDEZ, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

SHANNON BROS. CO., a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: **23CV025577**

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN
VIOLATION OF CAL. BUS. & PROF.
CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES
IN VIOLATION OF CAL. LAB. CODE
§§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE
§§ 510 *et seq*;

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

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By: Angela Linhares,
Deputy Clerk

- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CALIFORNIA LABOR CODE §2802;
- 9) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 *et seq.*]

DEMAND FOR A JURY TRIAL

Plaintiff ALEJANDRO BERMUDEZ (hereinafter “PLAINTIFF”), individually and on behalf of all those similarly situated, demanding a jury trial, hereby alleges as follows:

THE PARTIES

A. Defendants

1. Defendant SHANNON BROS. CO., a California corporation (hereinafter “DEFENDANT”), that all times mentioned herein provided logistics and freight transportation services to its customers, which included raw milk dairy hauling, dry fertilizer hauling, agricultural hauling, and refrigerated truck hauling, including in the County of Tulare, County of Los Angeles, and the County of Alameda.

2. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these defendants by such fictitious names pursuant

1 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the
2 true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
3 PLAINTIFF is informed and believes, and based upon that information and belief allege, that the
4 Defendants named in this Complaint, including DOES 1 through 50, inclusive (hereinafter
5 collectively “DEFENDANTS”), are responsible in some manner for one or more of the events
6 and happenings that proximately caused the injuries and damages hereinafter alleged.

7 3. The agents, servants and/or employees of the DEFENDANTS and each of them
8 acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority
9 as the agent, servant and/or employee of the DEFENDANT, and personally participated in the
10 conduct alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.
11 Consequently, the acts of each of the DEFENDANTS are legally attributable to the other, and all
12 DEFENDANTS are jointly and severally liable to PLAINTIFF and those similarly situated, for
13 the loss sustained as a proximate result of the conduct of the DEFENDANTS’ agents, servants
14 and/or employees.

15 4. At all relevant times herein, DEFENDANTS were the joint employers of
16 PLAINTIFF and CLASS MEMBERS, as defined below. PLAINTIFF is informed and believes,
17 and thereon alleges, that at all times material to this complaint, DEFENDANTS were the alter
18 egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principles,
19 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
20 actual or ostensible, of each other. Each Defendant was completely dominated by his, her or its
21 co-defendant, and each was the alter ego of the other.

22 5. At all relevant times herein, PLAINTIFF and the CLASS MEMBERS were
23 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
24 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
25 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
26 PLAINTIFF and the CLASS MEMEBRS all wages earned and due, through methods and
27 schemes which include, but are not limited to, failing to pay overtime premiums, failing to provide
28 rest and meal periods, failing to properly maintain records, failing to provide accurate itemized

1 statements for each pay period, failing to properly compensate PLAINTIFF and the CLASS
2 MEMBERS for necessary expenditures, and requiring, permitting or suffering the employee to
3 work off the clock, in violation of the California Labor Code and the applicable Welfare
4 Commission (“IWC”) Order.

5 6. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
6 of the acts and omissions alleged herein were performed by, and/or attributable to, all
7 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
8 of each of the other DEFENDANTS, and that said acts and failures to act were within the course
9 and scope of said agency, employment and/or direction and control.

10 7. As a direct and proximate result of the unlawful actions of DEFENDANTS,
11 PLAINTIFF and the CLASS MEMBERS have suffered, and continue to suffer, from loss of
12 earnings in amounts as yet unascertained, but subject to proof of trial, and within the jurisdiction
13 of this Court.

14 **B. Plaintiffs and Class Members**

15 8. Defendants employed Plaintiff ALEJANDRO BERMUDEZ (“PLAINTIFF”) in the
16 State of California, County of Tulare, from approximately October 2020 through November 2021,
17 and then again from approximately May 2022 to June 2022, as a non-exempt driver, paid on an
18 hourly basis, and entitled to legally required meal and rest periods and payment of minimum and
19 overtime wages due for all time worked.

20 9. PLAINTIFF brings this case as a class action pursuant to California Code of Civil
21 Procedure § 382 on behalf of all current and former non-exempt drivers who worked for
22 DEFENDANTS in California (“CLASS MEMBERS”) at any time within the period beginning
23 four (4) years prior to the filing of this Complaint and ending on the date as determined the Court
24 (“CLASS PERIOD”). To the extent equitable tolling operates to toll claims by PLAINTIFF and
25 the CLASS MEMBERS against DEFENDANTS, the CLASS PERIOD should be adjusted
26 accordingly. PLAINTIFF reserves the right to amend the class definition before the Court
27 determines whether class certification is appropriate, or thereafter upon leave of Court.

28 10. PLAINTIFF, brings this action on behalf of the CLASS MEMBERS against the

1 DEFENDANTS to recover, among other things, wages and penalties from unpaid wages earned
2 and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated
3 overtime compensation, illegal meal and rest period policies, failure to pay all wages due to
4 discharged and quitting employees, failure to indemnify employees for necessary expenditures
5 and/or losses incurred in discharging their duties, failure to provide accurate itemized wage
6 statements, failure to maintain required records, and interest, attorney's fees, costs, and expenses.
7 The amount in controversy for the aggregate claim of the CLASS MEMBERS during the CLASS
8 PERIOD is under five million dollars (\$5,000,000.00).

9 **JURISDICTION AND VENUE**

10 11. The Superior Court of the State of California has jurisdiction in this matter because
11 PLAINTIFF is resident of the State of California, and DEFENDANTS were and are doing
12 business in California. Further, no federal question is at issue because the claims are based solely
13 on California law.

14 12. Venue is proper in this judicial district and the County of Alameda, California
15 because PLAINTIFF, and the CLASS MEMBERS, performed work for DEFENDANTS in the
16 County of Alameda, DEFENDANTS transact business in the County of Alameda, and because
17 DEFENDANTS' illegal payroll policies and practices which are the subject of this action were
18 applied, at least in part, to PLAINTIFFS, and other persons similarly situated, in the County of
19 Alameda.

20 **THE CONDUCT**

21 **A. Unpaid Overtime**

22 13. Generally, California law provides that non-exempt employees shall not be
23 employed more than eight hours in any workday or more than 40 hours in any workweek unless
24 he or she receives one and one-half times his or her regular rate of pay for all hours worked over
25 eight hours in any workday and over 40 hours in the workweek and double the employee's regular
26 rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in
27 excess of eight on the seventh consecutive day of work in a workweek.

28 14. During the CLASS PERIOD, PLAINTIFF and other CLASS MEMBERS, as a result

1 of their rigorous trucking schedules, which required from time to time the transportation of
2 shipments from Tulare to San Leandro and from Tulare to Los Angeles, PLAINTIFF and other
3 CLASS MEMBERS were entitled to overtime, but the DEFENDANTS failed to pay their
4 employees for the associated overtime wages. From time to time, DEFENDANTS sought to avoid
5 overtime payments to the PLAINTIFF and CLASS MEMBERS by paying flat rates for the day
6 instead of paying based on the hourly rate.

7 15. DEFENDANTS miscalculated the regular rate of pay in those pay periods where
8 PLAINTIFFS and other CLASS MEMBERS worked overtime and worked off-the-clock or
9 worked during meal and rest periods, by failing to take into account the premium pay for missed
10 meal and rest breaks and the compensation for work performed off-the clock.

11 16. As a result of DEFENDANTS' aforementioned unlawful policy and practice,
12 PLAINTIFF and the other CLASS MEMBERS, from time-to-time during the CLASS PERIOD,
13 forfeited wages and compensation due and owed for each workday that DEFENDANTS failed to
14 pay the correct overtime rate of pay. DEFENDANTS' policy and practice of not paying the
15 CLASS MEMBERS the correct overtime rate for all overtime hours worked in accordance with
16 applicable law is evidenced by DEFENDANTS' business records.

17 **C. Missed Meal and Rest Period Violation**

18 17. During the CLASS PERIOD, PLAINTIFF and other CLASS MEMBERS, as a result
19 of their rigorous trucking schedules, which required from time to time the transportation of
20 shipments from Tulare to San Leandro and from Tulare to Los Angeles, PLAINTIFF and other
21 CLASS MEMBERS were, from time-to-time, unable to take off duty meal breaks and were not
22 fully relieved of duty for meal periods. PLAINTIFF and other CLASS MEMBERS were required
23 to perform work as ordered by DEFENDANT for more than five (5) hours during a shift without
24 receiving an off-duty meal break. Further, DEFENDANT failed to provide PLAINTIFF and
25 CLASS MEMBERS with a second off-duty meal period from time to time in which these
26 employees were required by DEFENDANT to work ten (10) hours of work. PLAINTIFF and the
27 other CLASS MEMBERS therefore forfeited meal breaks without additional compensation and
28 in accordance with DEFENDANT's strict corporate policy and practice. DEFENDANTS had a

1 policy of automatically deducting meal breaks from the PLAINTIFF and CLASS MEMBERS
2 pay and forced the PLAINTIFF and CLASS MEMBERS to sign a form stating they received the
3 required meal breaks, even though they had not. Defendants located the time tracking at the Tulare
4 facility. PLAINTIFF nor the CLASS MEMBERS could punch in and out while on the road
5 driving.

6 18. During the CLASS PERIOD, PLAINTIFF and other CLASS MEMBERS, as a result
7 of their rigorous transportation schedules, which required from time-to-time driving more than
8 ten (10) hours per day, were also required from time-to-time to work in excess of four (4) hours
9 without being provided ten (10) minute rest periods. Further, these employees were denied their
10 first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
11 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between
12 six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for
13 some shifts worked of ten (10) hours or more. PLAINTIFF and other CLASS MEMBERS were
14 also not provided with one-hour wages in lieu thereof. As a result of their rigorous work
15 schedules, PLAINTIFF and other CLASS MEMBERS were periodically denied their proper rest
16 periods by DEFENDANT and DEFENDANT's managers.

17 **D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

18 19. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and continue
19 to fail to accurately pay PLAINTIFF and the other CLASS MEMBERS for all hours worked.
20 Specifically, DEFENDANT from time-to-time required PLAINTIFF and the other CLASS
21 MEMBERS to perform work while off-the clock during what should have been duty-free and
22 uncompensated meal periods. Notwithstanding, from time to time DEFENDANTS failed to pay
23 PLAINTIFFS and other CLASS MEMBERS necessary wages for performing work at
24 DEFENDANTS' direction, request and benefit, while off-the clock during meal periods.

25 20. DEFENDANTS directed and directly benefited from the uncompensated off-the-
26 clock work performed by PLAINTIFF and the other CLASS MEMBERS.

27 21. DEFENDANTS controlled the work schedules, duties, protocols, applications,
28 assignments and employment conditions of PLAINTIFFS and the CLASS MEMBERS.

1 22. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
2 CLASS MEMBERS working; however, DEFENDANTS failed to document, track, or pay
3 PLAINTIFF and the other CLASS MEMBERS all wages earned and owed for all the work they
4 performed, including off-the-clock work.

5 23. PLAINTIFF and the other CLASS MEMBERS were non-exempt employees,
6 subject to the requirements of the California Labor Code.

7 24. DEFENDANTS' policies and practices deprived PLAINTIFF and the other CLASS
8 MEMBERS of all minimum, regular and overtime wages owed for the off-the-clock work
9 activities, including those performed while off the clock during meal periods. Because
10 PLAINTIFF and the other CLASS MEMBERS typically worked over 40 hours in a workweek,
11 and more than eight (8) hours per day, DEFENDANTS' policies and practices also deprived them
12 of overtime pay.

13 25. DEFENDANTS knew or should have known that PLAINTIFF and the other CLASS
14 MEMBERS off-the-clock work was compensable under the law.

15 26. As a result, PLAINTIFF and the other CLASS MEMBERS forfeited wages due them
16 for all hours worked at DEFENDANTS' direction, control and benefit for the time spent attending
17 required meetings and searching for available vehicles in the lot before clocking into work.
18 DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the CLASS MEMBERS
19 wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS'
20 business records.

21 **E. Unreimbursed Business Expenses**

22 27. During the CLASS PERIOD, DEFENDANTS as a matter of corporate policy,
23 practice and procedure, intentionally, knowingly and systematically failed to reimburse and
24 indemnify PLAINTIFF and the other CLASS MEMBERS for required business expenses
25 incurred by PLAINTIFF and other the CLASS MEMBERS in direct consequence of discharging
26 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers
27 are required to indemnify employees for all expenses incurred in the course and scope of their
28 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her

1 employee for all necessary expenditures or losses incurred by the employee in direct consequence
2 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
3 even though unlawful, unless the employee, at the time of obeying the directions, believed them
4 to be unlawful."

5 28. In the course of their employment, PLAINTIFFS and the other CLASS MEMBERS
6 as a business expense, were required by DEFENDANTS to use personal cellular phones as a result
7 of and in furtherance of their job duties as employees for DEFENDANTS but were not reimbursed
8 or indemnified by DEFENDANTS for the cost associated with the use of the personal cellular
9 phones for DEFENDANTS' benefit, without reimbursement from the DEFENDANTS in
10 violation of California Labor Code Section 2802. As a result, in the course of their employment
11 with DEFENDANTS, PLAINTIFFS and the other CLASS MEMBERS incurred unreimbursed
12 business expenses which included, but were not limited to costs related to the use of their personal
13 cellular phones, all on behalf of and for the benefit of DEFENDANTS.

14 **F. Inaccurate Itemized Wage Statements**

15 29. When PLAINTIFF and other CLASS MEMBERS worked overtime in the same pay
16 period they missed meal and rest breaks, and/or performed off-the-clock work, DEFENDANTS
17 failed to provide PLAINTIFF and the other CLASS MEMBERS with complete and accurate wage
18 statements which failed to show, among other things, the correct amount of gross and net wages
19 earned for the applicable pay period, the correct number of total hours worked, and the correct
20 hourly rates in effect during the pay period and the corresponding number of hours worked at
21 each hourly rate. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or
22 her employees with an accurate itemized wage statement in writing showing, among other things,
23 the correct amount of gross and net wages earned for the applicable pay period, the correct number
24 of total hours worked, and the correct hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate. Aside, from the violations listed
26 above in this paragraph, DEFENDANT failed to issue to PLAINTIFF and the CLASS
27 MEMBERS an itemized wage statement that lists all the requirements under California Labor
28 Code 226 *et seq.* As a result, from time-to-time during the CLASS PERIOD, DEFENDANT

provided PLAINTIFF and the other CLASS MEMBERS with wage statements that violated Cal. Lab. Code § 226.

G. Unfair Competition

30. By reason of the aforementioned uniform conduct applicable to PLAINTIFF and all CLASS MEMBERS during the CLASS PERIOD, DEFENDANT committed acts of unfair competition in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “UCL”), by engaging, *inter alia*, in a company-wide policy and procedure which failed to accurately calculate and record the correct overtime rate for the overtime worked by PLAINTIFF and other CLASS MEMBERS in those pay periods where the PLAINTIFF and the CLASS MEMBERS worked off-the-clock or did not receive legally compliant duty-free meal periods and rest periods. The proper calculation of these employees’ total number of hours worked and rates of pay is the DEFENDANTS’ burden. As a result of DEFENDANTS’ intentional disregard of the obligation to meet this burden, DEFENDANT failed to properly calculate and/or pay all required minimum, regular and overtime compensation for work performed by the PLAINTIFF and the CLASS MEMBERS and violated the California Labor Code and regulations promulgated thereunder as herein alleged.

31. Specifically, as to PLAINTIFF’s pay, DEFENDANT provided compensation to him as an hourly wage.

32. PLAINTIFF from time to time was unable to take off duty meal and rest breaks and was not fully relieved of duty for his meal periods. PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF with a second off-duty meal period from time to time in which he was required by DEFENDANT to work ten (10) hours of work. PLAINTIFF therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANTS strict corporate policy and practice. DEFENDANTS also provided PLAINTIFF with a paystub that failed to accurately display PLAINTIFF’s correct rates of overtime pay and payments for missed meal and rest periods for certain pay periods in violation of Cal. Lab. Code § 226(a). To date, DEFENDANTS have not fully paid PLAINTIFF

the overtime compensation still owed to him, nor for all the reimbursements owed to him. The amount in controversy for PLAINTIFF individually does not exceed the sum or value of \$75,000.

CLASS ACTION ALLEGATIONS

33. PLAINTIFF brings this case as a class action pursuant to California Code of Civil Procedure § 382 on behalf of the CLASS MEMBERS that worked for DEFENDANTS in California during the CLASS PERIOD and during the “LABOR CODE CLASS PERIOD”, meaning at any time within the period beginning three (3) years prior to the filing of this Complaint and ending on the date as determined the Court.

34. During the CLASS PERIOD and the LABOR CODE CLASS PERIOD, PLAINTIFF and the other CLASS MEMBERS have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid and miscalculated overtime compensation, illegal meal and rest period policies, failure to reimburse for incurred business related expenses, failure to pay all wages due to discharged and quitting employees, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, attorney’s fees, costs, and expenses.

35. The members of the class are so numerous that joinder of all class members is impractical.

36. Common questions of law and fact regarding DEFENDANTS’ conduct with respect to unpaid and/or miscalculated overtime wages paid to PLAINTIFF and the CLASS MEMBERS and failing to provide legally compliant meal and rest periods, failure to make reimbursements for business-related expenses, and failure to provide accurate itemized wage statements accurate, exist as to all CLASS MEMBERS and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

a. Whether DEFENDANTS failed to pay PLAINTIFF and the other CLASS MEMBERS the correct rate of pay for all overtime hours worked;

b. Whether DEFENDANTS miscalculated the regular rate of pay in those pay periods where PLAINTIFFS and other CLASS MEMBERS worked overtime and worked off-the-clock or during meal and rest periods;

1 c. Whether DEFENDANTS maintained legally compliant meal and rest period
2 policies;

3 d. Whether DEFENDANTS required PLAINTIFF and the CLASS MEMBERS to use
4 their personal cell phones in further and in direction execution of their job duties;

5 e. Whether DEFENDANTS failed to provide accurate itemized wage statements to
6 PLAINTIFFS and the CLASS MEMBERS;

7 f. Whether PLAINTIFF and the CLASS MEMBERS have been required to follow
8 uniform procedures and policies regarding their work for DEFENDANTS;

9 37. PLAINTIFF is a CLASS MEMBER and suffered damages as a result of
10 DEFENDANTS' conduct and actions alleged herein.

11 38. PLAINTIFF'S claims are typical of the claims of the class, and PLAINTIFF has the
12 same interests as the other members of the class.

13 39. PLAINTIFF will fairly and adequately represent and protect the interests of the class.
14 PLAINTIFF has retained able counsel experienced in class action litigation. The interests of
15 PLAINTIFF are coincident with, and not antagonistic to, the interests of the other CLASS
16 MEMBERS.

17 40. The questions of law and fact common to the members of the class predominate over
18 any questions affecting only individual members, including legal and factual issues relating to
19 liability and damages.

20 41. A class action is superior to other available methods for the fair and efficient
21 adjudication of this controversy because joinder of all class members is impractical. Moreover,
22 since the damages suffered by individual members of the class may be relatively small, the
23 expense and burden of individual litigation makes it practically impossible for the members of the
24 class individually to redress the wrongs done to them. The class is readily definable and
25 prosecution of this action as a class action will eliminate the possibility of repetitive litigation.
26 There will be no difficulty in the management of this action as a class action.

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1 **FIRST CAUSE OF ACTION**

2 **UNLAWFUL BUSINESS PRACTICES**

3 **(Cal. Bus. And Prof. Code §§ 17200, et seq.)**

4 **(By PLAINTIFF and the CLASS MEMBERS against DEFENDANTS)**

5 42. PLAINTIFFS, and the CLASS MEMBERS, reallege and incorporate by this
6 reference, as though fully set forth herein, the prior paragraphs of this Complaint.

7 43. DEFENDANTS are each a “person” as that term is defined under Cal. Bus. And
8 Prof. Code § 17021.

9 44. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
10 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
11 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
12 as follows:

13 Any person who engages, has engaged, or proposes to engage in
14 unfair competition may be enjoined in any court of competent
15 jurisdiction. The court may make such orders or judgments,
16 including the appointment of a receiver, as may be necessary to
17 prevent the use or employment by any person of any practice which
18 constitutes unfair competition, as defined in this chapter, or as may
19 be necessary to restore to any person in interest any money or
20 property, real or personal, which may have been acquired by means
21 of such unfair competition.

22 (Cal. Bus. & Prof. Code § 17203).

23 45. From time-to-time during the CLASS PERIOD, by the conduct alleged herein,
24 DEFENDANTS have engaged and continues to engage in a business practice that violates
25 California law, including but not limited to, the applicable Wage Order(s), the California Code of
26 Regulations and the California Labor Code including Sections 201, 202, 203, 204, 206.5, 226,
27 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802 for which this Court should issue
28 declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be

1 necessary to prevent and remedy the conduct held to constitute unfair competition, including
2 restitution of wages wrongfully withheld.

3 46. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair
4 in that these practices violated public policy, were immoral, unethical, oppressive, unscrupulous
5 or substantially injurious to employees, and were without valid justification or utility for which
6 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
7 Business & Professions Code, including restitution of wages wrongfully withheld.

8 47. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
9 fraudulent in that DEFENDANTS' uniform policy and practice failed to pay PLAINTIFF and the
10 other CLASS MEMBERS wages due pursuant to the applicable Cal. Lab. Code, and Industrial
11 Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which
12 this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203,
13 including restitution of wages wrongfully withheld.

14 48. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair
15 and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the CLASS
16 MEMBERS to be underpaid during their employment with DEFENDANTS.

17 49. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
18 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
19 mandatory meal and/or rest breaks to PLAINTIFF and the CLASS MEMBERS.

20 50. Therefore, PLAINTIFFS demand on behalf of himself and on behalf of each CLASS
21 MEMBER, one (1) hour of pay at the regular rate of compensation for each workday in which an
22 off-duty meal period was not timely provided for each five (5) hours of work, and/or one (1) hour
23 of pay at the regular rate of compensation for each workday in which a second off-duty meal
24 period was not timely provided for each ten (10) hours of work.

25 51. PLAINTIFF further demands on behalf of himself and on behalf of each CLASS
26 MEMBER, one (1) hour of pay at the regular rate of compensation for each workday in which a
27 rest period was not timely provided as required by law.

28 52. By and through the unlawful and unfair business practices described herein,

1 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
2 other CLASS MEMBERS, including earned wages and unreimbursed business related expenses,
3 and has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
4 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
5 to unfairly compete against competitors who comply with the law.

6 53. All the acts described herein as violations of, among other things, the Industrial
7 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
8 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and
9 unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business
10 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

11 54. PLAINTIFF and the other CLASS MEMBERS are entitled to, and do, seek such
12 relief as may be necessary to restore to them the money and property which DEFENDANTS have
13 acquired, or of which PLAINTIFF and the other CLASS MEMBERS have been deprived, by
14 means of the above described unlawful and unfair business practices, including earned but unpaid
15 wages.

16 55. PLAINTIFF and the other CLASS MEMBERS are further entitled to, and do, seek
17 a declaration that the described business practices are unlawful, unfair and deceptive, and that
18 injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and
19 unfair business practices in the future.

20 56. PLAINTIFF and the other CLASS MEMBERS have no plain, speedy and/or
21 adequate remedy at law that will end the unlawful and unfair business practices of
22 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
23 result of the unlawful and unfair business practices described herein, PLAINTIFF and the CLASS
24 MEMBERS have suffered and will continue to suffer irreparable legal and economic harm unless
25 DEFENDANTS are restrained from continuing to engage in these unlawful and unfair business
26 practices.

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1 Labor Code and IWC Wage Order by failing and refusing to include all compensation due and
2 owing at the regular rate of pay from which overtime wages were calculated and paid. During the
3 LABOR CODE CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and the
4 CLASS MEMBERS for all overtime hours worked and to pay the amount of overtime wages due
5 as required by the California Labor Code and IWC Wage Order by incorrectly calculating the
6 regular rate of pay from which overtime wages were calculated and paid.

7 60. In violations of California Law, DEFENDANTS have knowingly and willfully
8 refused to perform their obligations to compensate PLAINTIFF and the CLASS MEMBERS for
9 all wages earned and all hours worked. As a proximate result, PLAINTIFF and the CLASS
10 MEMBERS have suffered, and continue to suffer, substantial losses related to the use and
11 enjoyment of such wages, lost interest on such wages, and expenses and attorney's fees in seeking
12 to compel DEFENDANTS to fully perform their obligations under state law, all to their respective
13 damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

14 61. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
15 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
16 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
17 Code and IWC Wage Orders, PLAINTIFF and the CLASS MEMBERS are entitled to recover the
18 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorney's
19 fees, expenses, and costs of suit.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PAY MINIMUM WAGES**

22 **(Cal. Lab. Code §§ 1194, 1197, 1197.1 and IWC Wage Order No. 4-2001, § 4)**

23 **(By PLAINTIFFS and the CLASS MEMBERS against DEFENDANTS)**

24 62. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
25 allegations in the preceding paragraphs.

26 63. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-2001,
27 § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a
28 payroll period is unlawful.

64. From time-to-time during the LABOR CODE CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and the CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting, or suffering PLAINTIFF and the CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and the CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and the CLASS MEMBERS worked; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

65. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and the CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and the CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorney's fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REQUIRED MEAL PERIODS

(Cal. Lab. Code §§ 226.7, 512 and IWC Wage Order No. 4-2001, §11)

(By PLAINTIFF and the CLASS MEMBERS Against DEFENDANTS)

66. PLAINTIFF and the other CLASS MEMBERS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

67. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to provide legally complaint meal periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 4-2001, § 11.

68. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 4-2001, § 11 by failing to pay PLAINTIFFS and CLASS MEMBERS who were not

provided with a legally compliant meal period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

69. From time to time during the LABOR CODE CLASS PERIOD, DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CLASS MEMBERS as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and the CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CLASS MEMBERS were, from time to time, not fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFF and the CLASS MEMBERS legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records. As a result, PLAINTIFF and other members of the CLASS MEMBERS forfeited meal breaks without additional compensation during the LABOR CODE CLASS PERIOD and in accordance with DEFENDANTS' strict corporate policy and practice.

70. During the LABOR CODE CLASS PERIOD, DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

71. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12]

(By PLAINTIFF and CLASS MEMBERS Against DEFENDANTS)

72. PLAINTIFF and the other CLASS MEMBERS reallege and incorporate by this

reference, as though fully set forth herein, the prior paragraphs of this Complaint.

73. From time to time during the LABOR CODE CLASS PERIOD, PLAINTIFF and other CLASS MEMBERS were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CLASS MEMBERS were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and the other CLASS MEMBERS were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

74. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by, during the LABOR CODE CLASS PERIOD, failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

75. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

Failure to Reimburse Employees for Required Expenses

[Cal. Labor Code § 2802]

(By PLAINTIFF and CLASS MEMBERS Against DEFENDANTS)

76. PLAINTIFF and the other CLASS MEMBERS reallege and incorporate by this reference, as though fully set forth, the allegations in the preceding paragraphs.

77. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequences of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

78. During the LABOR CODE CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for cell phone usage, and other employment-related expenses, in violation of California Labor Code § 2802.

79. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and the CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon, pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and the CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorney's fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

SEVENTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 7]

(By PLAINTIFF and the CLASS MEMBERS Against DEFENDANTS)

80. PLAINTIFF and the other CLASS MEMBERS incorporate herein by specific reference, as though fully set forth, the allegations in the preceding paragraphs.

81. During the LABOR CODE CLASS PERIOD from time-to-time, DEFENDANTS routinely failed to provide PLAINTIFF and the CLASS MEMBERS with timely, accurate and itemized wage statements in writing showing each employee's gross wages and earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFFS and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 4-2001, § 7.

82. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

83. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and the other CLASS MEMBERS are entitled to all available statutory penalties, including, but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorney's fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

EIGHTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Labor Code §§ 201, 202, 203]

(By PLAINTIFF and the CLASS MEMBERS Against DEFENDANTS)

84. PLAINTIFF and the other CLASS MEMBERS incorporate herein by specific reference, as though fully set forth, the allegations in the preceding paragraphs.

85. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

86. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

87. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wage of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

88. During the LABOR CODE CLASS PERIOD, as alleged herein, DEFENDANTS have willfully failed to pay accrued wages and other compensation, including but not limited to, minimum, regular and overtime wages for all hours worked, to PLAINTIFF and the other CLASS

1 MEMBERS in accordance with California Labor Code §§ 201 and 202. As a result, PLAINTIFF
2 and the CLASS MEMBERS are entitled to all available statutory penalties, including the waiting
3 time penalties provided in California Labor Code § 203, together with interest thereon, as well as
4 other available remedies.

5 89. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFF and the other CLASS MEMBERS have been deprived of compensation in an amount
7 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled
8 to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to
9 California Labor Code §§ 1194 and 2699.

10 **NINTH CAUSE OF ACTION**

11 **Violation of the Private Attorney General Act**

12 **[Cal. Labor Code §§ 2698 *et seq.*]**

13 **(By PLAINTIFF on behalf of the State of California and fellow Aggrieved Employees**
14 **against DEFENDANTS)**

15 90. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
16 herein, the prior paragraphs of this Complaint.

17 91. PAGA is a mechanism by which the State of California itself can enforce state labor
18 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
19 labor law enforcement agencies. An action to recover civil penalties under PAGA is
20 fundamentally a law enforcement action designed to protect the public and not to benefit private
21 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
22 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting
23 PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved
24 employees, acting as private attorneys general to recover civil penalties for Labor Code violations
25 ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

26 92. PLAINTIFF brings this Representative Action on behalf of the State of California
27 with respect to himself and all of DEFENDANT's current and former non-exempt employees
28 employed in California ("AGGRIEVED EMPLOYEES") between October 21, 2021 and a future

1 date set by this Court (“PAGA PERIOD”).

2 93. At all relevant times, for the reasons described herein, and others, PLAINTIFF and
3 similarly situated employees were aggrieved employees of DEFENDANTS within the meaning
4 of Labor Code Section 2699(c).

5 94. Labor Code Sections 2699(a) and (g) authorize an AGGRIEVED EMPLOYEE, like
6 PLAINTIFF, on behalf of himself and other current or former employees, to bring a civil action
7 to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

8 95. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
9 Section 2699.3. On October 21, 2022, PLAINTIFF gave electronic, written notice to the Labor
10 and Workforce Development Agency (“LWDA”) and notice to the DEENDANTS by certified
11 letter, return receipt requested of the specific provisions of the Labor Code alleged to have been
12 violated, including the facts and theories to support the alleged violations. A true and correct
13 copy of this letter is attached hereto as **Exhibit A**.

14 96. As of the date of this filing, the LWDA has not provided any notice by certified mail
15 of its intent to investigate the DEFENDANTS’ alleged violations as mandated by Labor Code
16 Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section 2699.3(a)(2)A,
17 PLAINTIFF may commence and is authorized to pursue this cause of action.

18 97. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and similarly
19 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of
20 Labor Code Section 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558,
21 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 in the following amounts:

22 a. For violation of Labor Code Sections 201, 202, 203, and 204, one hundred dollars
23 (\$100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two
24 hundred dollars (\$200) for AGGIEVED EMPLOYEE per pay period for each subsequent
25 violation [penalty per Labor Code Section 2699(f)(2)];

26 b. For violations of Labor Code Section 226(a), a civil penalty in the amount of two
27 hundred fifty dollars (\$250) for each AGGRIEVED EMOPLOYEE for any initial violation and
28 one thousand dollars for each subsequent violation [penalty per Labor Code Section 226.3];

1 c. For violations of Labor Code Sections 204, a civil penalty in the amount of one
2 hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial violation and two
3 hundred dollars (\$200) for AGGRIEVED EMPLOYEE for each subsequent violation [penalty per
4 Labor Code Section 210];

5 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty in the
6 amount of fifty dollars (\$50) for each underpaid AGGRIEVED EMPLOYEE for the initial
7 violation and hundred dollars (\$100) for each underpaid AGGRIEVED EMPLOYEE for each
8 subsequent violation [penalty per Labor Code Section 558];

9 e. For violations of Labor Code Section 2269(a), a civil penalty in the amount of two
10 hundred fifty dollars (\$250) per AGGRIEVED EMPLOYEE per violation in an initial citation
11 and one thousand dollars (\$1,000) per AGGRIEVED EMPLOYEE for each subsequent violation
12 [penalty per Labor Code Section 226.3];

13 f. For violations of Labor Code Section 1174(d), a civil penalty in the amount of five
14 hundred (\$500) dollars for per AGGRIEVED EMPLOYEE [penalty per Labor Code Section
15 1174.5].

16 g. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil
17 penalty in the amount of one hundred dollars (\$100) per AGGRIEVED EMPLOYEE per pay
18 period for the initial violation and two hundred dollars fifty (\$250) per AGGRIEVED EMPLOYEE
19 per pay period for each subsequent violation [penalty per Labor Code Section].

20 98. For all provisions of the Labor Code for which civil penalty is not specifically
21 provided, Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred dollars (\$100)
22 for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred
23 dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period for each subsequent violation.
24 PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable
25 attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code
26 Section 2699(g)(1).

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PRAYER FOR RELIEF

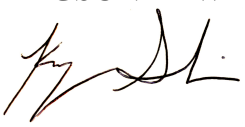
WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly situated, respectfully pray for relief against DEFENDANTS and DOES 1 through 50, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFFS and CLASS MEMBERS, as well as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 4-2001;
4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e) and §§ 2698-2699.5;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorney's fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action as a class action;
12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF'S counsel as class counsel; and
13. For such further relief that the Court may deem just and proper.

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14. On the Ninth Cause of Action,
- a. for reasonable attorney’s fees and costs of suit to the extent permitted by law, including pursuant to Labor Code § 2699, *et seq.*;
 - b. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private Attorneys General Act; and
 - c. For such other relief as the Court deems just and proper.

DATED: January 10, 2023

Respectfully Submitted,
SELIGSON LAW


Kenneth Seligson
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: January 10, 2023

SELIGSON LAW



Kenneth Seligson
Attorney for PLAINTIFF

EXHIBIT A

SELIGSON LAW

ATTORNEYS
Kenneth Seligson
George Rios

SOWING THE
SEEDS OF JUSTICE

LAW CLERKS
Minh-Dang Caohuu
Nicolaas Vanos

October 21, 2022

Labor & Workforce Development Agency
Via Online Submission

Shannon Bros. Co.
c/o James Shannon
24478 RD 140
Tulare, California 93274

Via Certified Mail Return Receipt

Re: Notice of Violations of California Labor Code Sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804 Applicable Industrial Welfare Commission Wage Orders, and Pursuant to California Labor Code Section 2699.3.

Dear Sir/ Madam:

This office represents Alejandro Bermudez (“Client”) and other aggrieved employees in a class action against Shannon Bros. Co. (“Defendant”). This office intends to file the enclosed Class Action Complaint on behalf of Client and other similarly situated employees. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Client was employed by Defendant in California. Client was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during his employment, Defendant failed to, among other things, provide Client, and all those similarly situated, with all legally mandated off-duty meal and rest periods and overtime compensation at one-and-one-half times the regular rate of pay.

As a consequence, Client contends that Defendant failed to fully compensate them, and other similarly situated and aggrieved employees, for all earned wages and failed to provide accurate wage statements. Accordingly, Client contends that Defendant’s conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2802 and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

A true and correct copy of the proposed Complaint for the class action is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Client, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Clients, and (v) sets forth the illegal practices used by Defendant. Client therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein.

If the agency needs any further information, please do not hesitate to ask. The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class-wide claims as alleged in the Complaint and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Clients and all aggrieved California employees and Class Members

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,
SELIGSON LAW

A handwritten signature in black ink, appearing to read 'Ken Seligson', written in a cursive style.

Kenneth Seligson, Esq.

Enclosure (1)