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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

HARRY EDWARD, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

SVC MANUFACTURING, INC., a Delaware
corporation; PEPSI BEVERAGES NORTH
AMERICA, an unknown business entity;
PEPSICO, INC., a North Carolina
corporation; PEPSI BEVERAGES
COMPANY, an unknown business entity;
THE QUAKER OATS COMPANY, a New
Jersey corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23CV027173
Consolidated with Case No. 23CV027166

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT PURSUANT TO THE
PRIVATE ATTORNEY GENERAL ACT
(PAGA)**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);

- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.
(11) ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff HARRY EDWARD (“Plaintiff”), individually, on behalf of other members of the general public similarly situated, and other aggrieved employees pursuant to California Private Attorneys General Act alleges as follows:

JURISDICTION AND VENUE

1. This class and representative action is brought pursuant to the California Code of Civil Procedure section 382 and California Labor Code Section 2698, et seq.. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of

1 California, County of Alameda. The majority of acts and omissions alleged herein relating to
2 Plaintiff and the other class members and other aggrieved employees took place in the State of
3 California, including the County of Alameda.

4 **PARTIES**

5 5. Plaintiff HARRY EDWARD is an individual residing in the State of California,
6 County of Alameda.

7 6. Defendant SVC MANUFACTURING, INC., at all times herein mentioned, was
8 and is, upon information and belief, a Delaware corporation and, at all times herein mentioned,
9 an employer whose employees are engaged throughout the State of California, including the
10 County of Alameda.

11 7. Defendant PEPSI BEVERAGES NORTH AMERICA, at all times herein
12 mentioned, was and is, upon information and belief, an employer whose employees are engaged
13 throughout the State of California, including the County of Alameda.

14 8. Defendant PEPSICO, INC., at all times herein mentioned, was and is, upon
15 information and belief, a North Carolina corporation and, at all times herein mentioned, an
16 employer whose employees are engaged throughout the State of California, including the County
17 of Alameda.

18 9. Defendant PEPSI BEVERAGES COMPANY, at all times herein mentioned, was
19 and is, upon information and belief, an employer whose employees are engaged throughout the
20 State of California, including the County of Alameda.

21 10. Defendant THE QUAKER OATS COMPANY, at all times herein mentioned,
22 was and is, upon information and belief, a New Jersey corporation and, at all times herein
23 mentioned, an employer whose employees are engaged throughout the State of California,
24 including the County of Alameda.

25 11. At all relevant times, Defendants SVC MANUFACTURING, INC., Defendant
26 PEPSI BEVERAGES NORTH AMERICA, Defendant PEPSICO, INC., Defendant PEPSI
27 BEVERAGES COMPANY, and Defendant THE QUAKER OATS COMPANY, were the
28 “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

1 12. At all times herein relevant, Defendants SVC MANUFACTURING, INC.,
2 PEPSI BEVERAGES NORTH AMERICA, PEPSICO, INC., PEPSI BEVERAGES
3 COMPANY, and THE QUAKER OATS COMPANY, and DOES 1 through 100, and each of
4 them, were the agents, partners, joint venturers, joint employers, representatives, servants,
5 employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all
6 times relevant hereto were acting within the course and scope of their authority as such agents,
7 partners, joint venturers, joint employers, representatives, servants, employees, successors, co-
8 conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with
9 the ratification, knowledge, permission, encouragement, authorization and/or consent of each
10 defendant designated as a DOE herein.

11 13. The true names and capacities, whether corporate, associate, individual or
12 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
13 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
14 information and belief alleges, that each of the defendants designated as a DOE is legally
15 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
16 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
17 Plaintiff will seek leave of court to amend this Complaint to show the true names and
18 capacities when the same have been ascertained.

19 14. Defendants SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH
20 AMERICA, PEPSICO, INC., PEPSI BEVERAGES COMPANY, and THE QUAKER OATS
21 COMPANY, and DOES 1 through 100 will hereinafter collectively be referred to as
22 “Defendants.”

23 15. Plaintiff further alleges that Defendants, including the unknown defendants
24 identified as DOES, directly or indirectly controlled or affected the working conditions, wages,
25 working hours, and conditions of employment of Plaintiff and the other class members and
26 other aggrieved employees so as to make each of said Defendants employers and liable under
27 the statutory provisions set forth herein.

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1 **CLASS ACTION ALLEGATIONS**

2 16. Plaintiff bring this action on his own behalf and on behalf of all other members
3 of the general public similarly situated, and, thus, seeks class certification under California
4 Code of Civil Procedure section 382.

5 17. The proposed class is defined as follows:

6 All current and former hourly-paid or non-exempt employees who worked for
7 Defendant SVC MANUFACTURING, INC within the State of California at any
8 time during the period from February 2, 2019 to November 25, 2024, excluding
9 the time period released in *Stevens v. PepsiCo, Inc. et al.*, Case No. 22-cv-00802
10 (S.D.N.Y) (i.e., December 5, 2021 through and including April 8, 2022), and
11 who reside in California who were subject to the violations alleged in Plaintiff's
12 letter to the Labor & Workforce Development Agency; specifically:

13 **Failure to Pay Overtime**

14 a. Defendants' failure to pay legally required overtime wages to Plaintiff
15 and the other aggrieved employees is in violation of the Wage Orders
16 and constitutes a violation of California Labor Code sections 510 and
17 1198.

18 **Failure to Provide Meal Periods**

19 b. Defendants' failure to provide legally required meal periods to
20 Plaintiff and the other aggrieved employees is in violation of the
21 Wage Orders and constitutes a violation of California Labor Code
22 sections 226.7 and 512(a).

23 **Failure to Provide Rest Periods**

24 c. Defendants' failure to provide legally required rest periods to
25 Plaintiff and the other aggrieved employees is in violation of the
26 Wage Orders and constitutes a violation of California Labor Code
27 section 226.7.

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d. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197 and 1197.1.

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e. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

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f. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

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g. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

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h. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

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i. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in

1 accordance with California Labor Code sections 2800 and 2802
2 constitutes a violation of California Labor Code sections 2800 and
3 2802.

4 **Subclass A:** All class members who received overtime compensation at a rate
5 lower than their respective regular rate of pay because Defendants failed to
6 include all shift differential pay/commissions/non-discretionary bonuses/non-
7 discretionary performance pay in the calculation of regular rate of pay for
8 overtime pay purposes.

9 **Subclass B:** All Class members who were required by Defendants to stay on
10 Defendants' premises for rest breaks.

11 **Subclass C:** All class members who were required by Defendants to perform
12 health and safety checks related to COVID-19 off-the-clock.

13 **Subclass D:** All class members who were subject to Defendants' practice of
14 rounding time recorded for purposes of calculating compensation for time
15 worked or for calculating meal periods.

16 Plaintiff reserves the right to establish additional subclasses as appropriate.

17 18. The class is ascertainable and there is a well-defined community of interest in
18 the litigation:

- 19 a. Numerosity: The class members are so numerous that joinder of all class
20 members is impracticable. The membership of the entire class is
21 unknown to Plaintiff at this time; however, the class is estimated to be
22 greater than fifty (50) individuals and the identity of such membership is
23 readily ascertainable by inspection of Defendants' employment records.
- 24 b. Typicality: Plaintiff's claims are typical of all other class members' as
25 demonstrated herein. Plaintiff will fairly and adequately protect the
26 interests of the other class members with whom he has a well-defined
27 community of interest.
- 28 c. Adequacy: Plaintiff will fairly and adequately protect the interests of

1 each class member, with whom he has a well-defined community of
2 interest and typicality of claims, as demonstrated herein. Plaintiff has no
3 interest that is antagonistic to the other class members. Plaintiff's
4 attorneys, the proposed class counsel, are versed in the rules governing
5 class action discovery, certification, and settlement. Plaintiff has
6 incurred, and during the pendency of this action will continue to incur,
7 costs and attorneys' fees, that have been, are, and will be necessarily
8 expended for the prosecution of this action for the substantial benefit of
9 each class member.

10 d. Superiority: A class action is superior to other available methods for the
11 fair and efficient adjudication of this litigation because individual joinder
12 of all class members is impractical.

13 e. Public Policy Considerations: Certification of this lawsuit as a class
14 action will advance public policy objectives. Employers of this great
15 state violate employment and labor laws every day. Current employees
16 are often afraid to assert their rights out of fear of direct or indirect
17 retaliation. However, class actions provide the class members who are
18 not named in the complaint anonymity that allows for the vindication of
19 their rights.

20 19. There are common questions of law and fact as to the class members that
21 predominate over questions affecting only individual members. The following common
22 questions of law or fact, among others, exist as to the members of the class:

23 a. Whether Defendants' failure to pay wages, without abatement or
24 reduction, in accordance with the California Labor Code, was willful;

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- 1 b. Whether Defendants' had a corporate policy and practice of failing to
2 pay their hourly-paid or non-exempt employees within the State of
3 California for all hours worked and missed (short, late, interrupted,
4 and/or missed altogether) meal periods and rest breaks in violation of
5 California law;
- 6 c. Whether Defendants required Plaintiff and the other class members to
7 work over eight (8) hours per day and/or over forty (40) hours per week
8 and failed to pay the legally required overtime compensation to Plaintiff
9 and the other class members;
- 10 d. Whether Defendants deprived Plaintiff and the other class members of
11 meal and/or rest periods or required Plaintiff and the other class
12 members to work during meal and/or rest periods without compensation;
- 13 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
14 other class members for all hours worked;
- 15 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
16 class members within the required time upon their discharge or
17 resignation;
- 18 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
19 the other class members during their employment;
- 20 h. Whether Defendants complied with wage reporting as required by the
21 California Labor Code; including, *inter alia*, section 226;
- 22 i. Whether Defendants kept complete and accurate payroll records as
23 required by the California Labor Code, including, *inter alia*, section
24 1174(d);
- 25 j. Whether Defendants failed to reimburse Plaintiff and the other class
26 members for necessary business-related expenses and costs;
- 27 k. Whether Defendants' conduct was willful or reckless;

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- 1 l. Whether Defendants engaged in unfair business practices in violation of
2 California Business & Professions Code section 17200, et seq.;
- 3 m. The appropriate amount of damages, restitution, and/or monetary
4 penalties resulting from Defendants' violation of California law; and
- 5 n. Whether Plaintiff and the other class members are entitled to
6 compensatory damages pursuant to the California Labor Code.

7 **PAGA ALLEGATIONS**

8 20. At all times herein set forth, PAGA was applicable to Plaintiff's employment by
9 Defendants.

10 21. At all times herein set forth, PAGA provides that any provision of law under the
11 California Labor Code that provides for a civil penalty to be assessed and collected by the
12 LWDA for violations of the California Labor Code may, as an alternative, be recovered
13 through a civil action brought by an aggrieved employee on behalf of herself and other
14 current or former employees pursuant to procedures outlined in California Labor Code section
15 2699.3.

16 22. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
17 employee," who is any person that was employed by the alleged violator and against whom
18 one or more of the alleged violations.

19 23. Plaintiff was employed by Defendants and the alleged violations were
20 committed against him during his time of employment and he is, therefore, an aggrieved
21 employee. Plaintiff and the other employees are "aggrieved employees" as defined by
22 California Labor Code section 2699(c) in that they are all current or former employees of
23 Defendants during the 'PAGA period' of November 29, 2021, through November 25, 2024,
24 and one or more of the alleged violations were committed against them.

25 24. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
26 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
27 following requirements have been met:

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a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

25. On November 29, 2022, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH AMERICA, PEPSICO, INC., PEPSI BEVERAGES COMPANY, and THE QUAKER OATS COMPANY of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

26. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

27. All or a subset thereof of the aggrieved employees are also class members, and vice versa.

1 28. At all relevant times set forth herein, Defendants employed Plaintiff and other
2 persons, including other aggrieved employees, as hourly-paid or non-exempt employees who
3 worked for Defendant SVC MANUFACTURING, INC within the State of California, including
4 the County of Alameda, including but not limited to all current and former hourly-paid
5 employees who work for any of the Defendants within the State of California who earned shift
6 differentials/non-discretionary bonuses/non-discretionary performance pay which was not used
7 to calculate the correct regular rate of pay used to calculate the overtime rate (hereinafter
8 collectively referred to as the “other aggrieved employees”).

9 29. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
10 exempt employee, from approximately December 2021 to approximately April 2022, in the
11 State of California, County of Alameda.

12 30. Defendants hired Plaintiff and the other class members and aggrieved
13 employees, classified them as hourly-paid or non-exempt employees, and failed to compensate
14 them for all hours worked and missed meal periods and/or rest breaks.

15 31. Defendants had the authority to hire and terminate Plaintiff and the other class
16 members and aggrieved employees, to set work rules and conditions governing Plaintiff’s and
17 the other class members’ and other aggrieved employees’ employment, and to supervise their
18 daily employment activities.

19 32. Defendants exercised sufficient authority over the terms and conditions of
20 Plaintiff’s and the other class members’ and other aggrieved employees’ employment for them
21 to be joint employers of Plaintiff and the other class members.

22 33. Defendants directly hired and paid wages and benefits to Plaintiff, the other
23 class members, and the other aggrieved employees.

24 34. Defendants continue to employ hourly-paid or non-exempt employees within the
25 State of California.

26 35. Plaintiff and the other class members and other aggrieved employees worked
27 over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with
28 Defendants.

1 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 engaged in a pattern and practice and/or a uniform policy and systematic scheme of wage
3 abuse against their hourly-paid or non-exempt employees within the State of California. This
4 pattern and practice and/or policy and scheme involved, *inter alia*, failing to pay them for all
5 hours worked, regular and/or overtime wages earned, and for missed (short, late, interrupted,
6 and altogether missed) meal periods and rest breaks in violation of California law.

7 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members and other aggrieved
9 employees were entitled to receive certain wages for overtime compensation and that they
10 were not receiving wages for accurate overtime compensation for all overtime hours worked if
11 at all.

12 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 failed to use the shift differential pay/commissions/non-discretionary bonuses/non-
14 discretionary performance pay to calculate the regular rate of pay used to calculate the
15 overtime rate where Plaintiff and the other class members earned shift differential
16 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
17 wages in the same workweek.

18 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 failed to provide Plaintiff and the other class members and other aggrieved employees all
20 required rest and meal periods during the relevant time period as required under the Industrial
21 Welfare Commission Wage Orders and thus they are entitled to any and all applicable
22 penalties.

23 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members and other aggrieved
25 employees were entitled to receive all meal periods or payment of one additional hour of pay at
26 Plaintiff's and the other class member's and other aggrieved employees' regular rate of pay
27 when a meal period was missed, and they did not receive all meal periods or payment of one

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1 additional hour of pay at Plaintiff's and the other class member's and other aggrieved
2 employees' regular rate of pay when a meal period was missed.

3 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other class members and other aggrieved
5 employees were entitled to receive all rest periods or payment of one additional hour of pay at
6 Plaintiff's and the other class member's and other aggrieved employees' regular rate of pay
7 when a rest period was missed, and they did not receive all rest periods or payment of one
8 additional hour of pay at Plaintiff's and the other class members' and other aggrieved
9 employees' regular rate of pay when a rest period was missed.

10 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 required Plaintiff and the other class members to remain on Defendants' premises during
12 purported rest periods, thereby failing to relieve them of all employer control.

13 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other class members and other aggrieved
15 employees were entitled to receive at least minimum wages for compensation and that they
16 were not receiving at least minimum wages for all hours worked.

17 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 required Plaintiff and the other class members to perform health and safety checks related to
19 COVID-19 off-the-clock.

20 45. Plaintiff is informed and believes, and based thereon alleges, the Defendants
21 rounded the work time recorded by Plaintiff and the other class members in a manner that was
22 not fair and neutral on its face and/or favored Defendants over time, resulting in Plaintiff and
23 the other class members being underpaid for their time worked.

24 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members and other aggrieved
26 employees were entitled to receive all wages owed to them upon discharge or resignation,
27 including overtime and minimum wages and meal and rest period premiums, and they did not,
28 in fact, receive all such wages owed to them at the time of their discharge or resignation.

1 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members and other aggrieved
3 employees were entitled to receive all wages owed to them during their employment. Plaintiff
4 and the other class members and other aggrieved employees did not receive payment of all
5 wages, including overtime and minimum wages and meal and rest period premiums, within any
6 time permissible under California Labor Code section 204.

7 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members and other aggrieved
9 employees were entitled to receive complete and accurate wage statements in accordance with
10 California law, but, in fact, they did not receive complete and accurate wage statements from
11 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
12 hours worked by Plaintiff and the other class members and other aggrieved employees.

13 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Defendants had to keep complete and accurate payroll records
15 for Plaintiff and the other class members and other aggrieved employees in accordance with
16 California law, but, in fact, did not keep complete and accurate payroll records.

17 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members and other aggrieved
19 employees were entitled to reimbursement for necessary business-related expenses and costs.

20 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that they had a duty to compensate Plaintiff and the other class
22 members and other aggrieved employees pursuant to California law, and that Defendants had
23 the financial ability to pay such compensation, but willfully, knowingly, and intentionally
24 failed to do so, and falsely represented to Plaintiff and the other class members and other
25 aggrieved employees that they were properly denied wages, all in order to increase
26 Defendants' profits.

27 52. At all relevant times, Defendants failed to pay overtime wages to Plaintiff and
28 the other class members and other aggrieved employees for all overtime hours worked.

1 Plaintiff and the other class members and other aggrieved employees were required to work
2 more than eight (8) hours per day and/or forty (40) hours per week without overtime
3 compensation for all overtime hours worked.

4 53. At all relevant times, Defendants failed to use the shift differential
5 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate
6 the regular rate of pay used to calculate the overtime rate for the payment of overtime wages
7 where Plaintiff and the other class members earned shift differential pay/commissions/non-
8 discretionary bonuses/non-discretionary performance pay and overtime wages in the same
9 workweek.

10 54. At all relevant times, Defendants failed to provide all requisite uninterrupted
11 meal and rest periods to Plaintiff and the other class members and other aggrieved employees.

12 55. At all relevant times, Defendants required Plaintiff and the other class members
13 to remain on Defendants' premises during purported rest periods, thereby failing to relieve
14 them of all employer control.

15 56. At all relevant times, Defendants failed to pay Plaintiff and the other class
16 members and other aggrieved employees at least minimum wages for all hours worked.

17 57. At all relevant times, Defendants required Plaintiff and the other class members
18 to perform health and safety checks related to COVID-19 off-the-clock.

19 58. At all relevant times, Defendants rounded the work time recorded by Plaintiff
20 and the other class members in a manner that was not fair and neutral on its face and/or that
21 favored Defendants over time, resulting in Plaintiff and the other class members being
22 underpaid for their time worked.

23 59. At all relevant times, Defendants failed to pay Plaintiff and the other class
24 members and other aggrieved employees all wages owed to them upon discharge or
25 resignation.

26 60. At all relevant times, Defendants failed to pay Plaintiff and the other class
27 members and other aggrieved employees all wages within any time permissible under
28 California law, including, *inter alia*, California Labor Code section 204.

61. At all relevant times, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members and other aggrieved employees.

62. At all relevant times, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members and other aggrieved employees.

63. At all relevant times, Defendants failed to reimburse Plaintiff and the other class members and other aggrieved employees for all necessary business-related expenses and costs.

64. At all relevant times, Defendants failed to properly compensate Plaintiff and the other class members and other aggrieved employees pursuant to California law in order to increase Defendants' profits.

65. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

**(Against SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH AMERICA,
PEPSICO, INC., PEPSI BEVERAGES COMPANY, THE QUAKER OATS COMPANY,
and DOES 1 through 100)**

66. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 58, and each and every part thereof with the same force and effect as though fully set forth herein.

67. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

68. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the

1 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
2 than forty (40) hours in a workweek.

3 69. The applicable IWC Wage Order further provides that Defendants are and were
4 required to pay Plaintiff and the other class members overtime compensation at a rate of two
5 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

6 70. California Labor Code section 510 codifies the right to overtime compensation
7 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
8 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
9 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
10 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
11 of work.

12 71. During the relevant time period, Plaintiff and the other class members worked in
13 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

14 72. During the relevant time period, Defendants intentionally and willfully failed to
15 pay overtime wages owed to Plaintiff and the other class members.

16 73. Defendants' failure to pay Plaintiff and the other class members the unpaid
17 balance of overtime compensation, as required by California laws, violates the provisions of
18 California Labor Code sections 510 and 1198, and is therefore unlawful.

19 74. Pursuant to California Labor Code section 1194, Plaintiff and the other class
20 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
21 attorneys' fees.

22 **SECOND CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 226.7 and 512(a))**

24 **(Against SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH AMERICA,**
25 **PEPSICO, INC., PEPSI BEVERAGES COMPANY, THE QUAKER OATS COMPANY,**
26 **and DOES 1 through 100)**

27 75. Plaintiff incorporates by reference the allegations contained in paragraphs 1

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1 through 67, and each and every part thereof with the same force and effect as though fully set
2 forth herein.

3 76. At all relevant times, the IWC Order and California Labor Code sections 226.7
4 and 512(a) were applicable to Plaintiff's and the other class members' employment by
5 Defendants.

6 77. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any meal or rest period mandated by an
8 applicable order of the California IWC.

9 78. At all relevant times, the applicable IWC Wage Order and California Labor
10 Code section 512(a) provide that an employer may not require, cause or permit an employee to
11 work for a work period of more than five (5) hours per day without providing the employee
12 with a meal period of not less than thirty (30) minutes, except that if the total work period per
13 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
14 consent of both the employer and employee.

15 79. At all relevant times, the applicable IWC Wage Order and California Labor
16 Code section 512(a) further provide that an employer may not require, cause or permit an
17 employee to work for a work period of more than ten (10) hours per day without providing the
18 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
19 that if the total hours worked is no more than twelve (12) hours, the second meal period may
20 be waived by mutual consent of the employer and the employee only if the first meal period
21 was not waived.

22 80. During the relevant time period, Plaintiff and the other class members who were
23 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
24 their legally-mandated meal periods by mutual consent, were required to work for periods
25 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
26 minutes and/or rest period.

27 81. During the relevant time period, Plaintiff and the other class members who were
28 scheduled to work for a period of time in excess of six (6) hours were required to work for

1 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
2 (30) minutes and/or rest period.

3 82. During the relevant time period, Defendants intentionally and willfully required
4 Plaintiff and the other class members to work during meal periods and failed to compensate
5 Plaintiff and the other class members the full meal period premium for work performed during
6 meal periods.

7 83. During the relevant time period, Defendants failed to pay Plaintiff and the other
8 class members the full meal period premium due pursuant to California Labor Code section
9 226.7.

10 84. Defendants' conduct violates applicable IWC Wage Order and California Labor
11 Code sections 226.7 and 512(a).

12 85. Pursuant to applicable IWC Wage Order and California Labor Code section
13 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
14 additional hour of pay at the employee's regular rate of compensation for each work day that
15 the meal or rest period is not provided.

16 **THIRD CAUSE OF ACTION**

17 **(Violation of California Labor Code § 226.7)**

18 **(Against SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH AMERICA,**
19 **PEPSICO, INC., PEPSI BEVERAGES COMPANY, THE QUAKER OATS COMPANY,**
20 **and DOES 1 through 100)**

21 86. Plaintiff incorporates by reference the allegations contained in paragraphs 1
22 through 78, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 87. At all times herein set forth, the applicable IWC Wage Order and California
25 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
26 employment by Defendants.

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1 88. At all relevant times, California Labor Code section 226.7 provides that no
2 employer shall require an employee to work during any rest period mandated by an applicable
3 order of the California IWC.

4 89. At all relevant times, the applicable IWC Wage Order provides that “[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period” and that the “rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof” unless the total daily work time is less than three and one-half
9 (3 ½) hours.

10 90. During the relevant time period, Defendants required Plaintiff and other class
11 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
12 rest period per each four (4) hour period worked.

13 91. During the relevant time period, Defendants willfully required Plaintiff and the
14 other class members to work during rest periods and failed to pay Plaintiff and the other class
15 members the full rest period premium for work performed during rest periods.

16 92. During the relevant time period, Defendants failed to pay Plaintiff and the other
17 class members the full rest period premium due pursuant to California Labor Code section
18 226.7

19 93. Defendants’ conduct violates applicable IWC Wage Orders and California
20 Labor Code section 226.7.

21 94. Pursuant to the applicable IWC Wage Orders and California Labor Code section
22 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
23 additional hour of pay at the employees’ regular hourly rate of compensation for each work
24 day that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

3 **(Against SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH AMERICA, ,**
4 **PEPSICO, INC., PEPSI BEVERAGES COMPANY, THE QUAKER OATS COMPANY,**
5 **and DOES 1 through 100)**

6 95. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 87, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 96. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
10 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
11 than the minimum so fixed is unlawful.

12 97. During the relevant time period, Defendants failed to pay minimum wage to
13 Plaintiff and the other class members as required, pursuant to California Labor Code sections
14 1194, 1197, and 1197.1.

15 98. Defendants' failure to pay Plaintiff and the other class members the minimum
16 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
17 those sections Plaintiff and the other class members are entitled to recover the unpaid balance
18 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
19 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

20 99. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
21 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
22 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
23 minimum wages.

24 100. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
25 members are entitled to recover liquidated damages in an amount equal to the wages
26 unlawfully unpaid and interest thereon.

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1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201 and 202)**

3 **(Against SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH AMERICA,**
4 **PEPSICO, INC., PEPSI BEVERAGES COMPANY, THE QUAKER OATS COMPANY,**
5 **and DOES 1 through 100)**

6 101. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 93, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 102. At all relevant times herein set forth, California Labor Code sections 201 and
10 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
11 time of discharge are due and payable immediately, and if an employee quits his or her
12 employment, his or her wages shall become due and payable not later than seventy-two (72)
13 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of
15 quitting.

16 103. During the relevant time period, Defendants intentionally and willfully failed to
17 pay Plaintiff and the other class members who are no longer employed by Defendants their
18 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

19 104. Defendants' failure to pay Plaintiff and the other class members who are no
20 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
21 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
22 201 and 202.

23 105. California Labor Code section 203 provides that if an employer willfully fails to
24 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
25 shall continue as a penalty from the due date thereof at the same rate until paid or until an
26 action is commenced; but the wages shall not continue for more than thirty (30) days.

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1 106. Plaintiff and the other class members are entitled to recover from Defendants the
2 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
3 pursuant to California Labor Code section 203.

4 **SIXTH CAUSE OF ACTION**

5 **(Violation of California Labor Code § 204)**

6 **(Against SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH AMERICA,**
7 **PEPSICO, INC., PEPSI BEVERAGES COMPANY, THE QUAKER OATS COMPANY,**
8 **and DOES 1 through 100)**

9 107. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 99, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 108. At all times herein set forth, California Labor Code section 204 provides that all
13 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
14 any calendar month, other than those wages due upon termination of an employee, are due and
15 payable between the 16th and the 26th day of the month during which the labor was
16 performed.

17 109. At all times herein set forth, California Labor Code section 204 provides that all
18 wages earned by any person in any employment between the 16th and the last day, inclusive,
19 of any calendar month, other than those wages due upon termination of an employee, are due
20 and payable between the 1st and the 10th day of the following month.

21 110. At all times herein set forth, California Labor Code section 204 provides that all
22 wages earned for labor in excess of the normal work period shall be paid no later than the
23 payday for the next regular payroll period.

24 111. During the relevant time period, Defendants intentionally and willfully failed to
25 pay Plaintiff and the other class members all wages due to them, within any time period
26 permissible under California Labor Code section 204.

27 112. Plaintiff and the other class members are entitled to recover all remedies
28 available for violations of California Labor Code section 204.

1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH AMERICA,**
4 **PEPSICO, INC., PEPSI BEVERAGES COMPANY, THE QUAKER OATS COMPANY,**
5 **and DOES 1 through 100)**

6 113. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 105, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 114. At all material times set forth herein, California Labor Code section 226(a)
10 provides that every employer shall furnish each of his or her employees an accurate itemized
11 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
12 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
13 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
14 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
15 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
16 his or her social security number, (8) the name and address of the legal entity that is the
17 employer, and (9) all applicable hourly rates in effect during the pay period and the
18 corresponding number of hours worked at each hourly rate by the employee. The deductions
19 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
20 showing the month, day, and year, and a copy of the statement or a record of the deductions
21 shall be kept on file by the employer for at least three years at the place of employment or at a
22 central location within the State of California.

23 115. Defendants have intentionally and willfully failed to provide Plaintiff and the
24 other class members with complete and accurate wage statements. The deficiencies include
25 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
26 the other class members.

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116. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

117. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

118. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

119. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

**(Against SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH AMERICA,
PEPSICO, INC., PEPSI BEVERAGES COMPANY, THE QUAKER OATS COMPANY,
and DOES 1 through 100)**

120. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

121. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

122. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

123. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

124. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH AMERICA, PEPSICO, INC., PEPSI BEVERAGES COMPANY, THE QUAKER OATS COMPANY, and DOES 1 through 100)

125. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

126. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

127. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

128. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

129. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their

1 employment, plus interest accrued from the date on which the employee incurred the necessary
2 expenditures at the same rate as judgments in civil actions in the State of California.

3 **TENTH CAUSE OF ACTION**

4 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

5 **(Against SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH AMERICA,**
6 **PEPSICO, INC., PEPSI BEVERAGES COMPANY, THE QUAKER OATS COMPANY,**
7 **and DOES 1 through 100)**

8 130. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 122, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 131. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
12 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
13 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public
14 interest within the meaning of Code of Civil Procedure section 1021.5.

15 132. Defendants' activities as alleged herein are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business &
17 Professions Code section 17200, et seq.

18 133. A violation of California Business & Professions Code section 17200, et seq.
19 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
20 policies and practices of requiring employees, including Plaintiff and the other class members,
21 to work overtime without paying them proper compensation violate California Labor Code
22 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
23 employees, including Plaintiff and the other class members, to work through their meal and
24 rest periods without paying them proper compensation violate California Labor Code sections
25 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
26 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
27 practices of failing to timely pay wages to Plaintiff and the other class members violate

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California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

134. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

135. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

136. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against SVC MANUFACTURING, INC., PEPSI BEVERAGES NORTH AMERICA, PEPSICO, INC., PEPSI BEVERAGES COMPANY, THE QUAKER OATS COMPANY, and DOES 1 through 100)

137. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 52, and each and every part thereof with the same force and effect as though fully set forth herein.

138. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

139. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action

1 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
2 assess a civil penalty.

3 140. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
4 employees” as defined by California Labor Code section 2699(c) in that they are all current or
5 former employees of Defendants, and one or more of the alleged violations was committed
6 against them.

7 **Failure to Pay Overtime**

8 141. Defendants’ failure to pay legally required overtime wages to Plaintiff and the
9 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
10 California Labor Code sections 510 and 1198.

11 **Failure to Provide Meal Periods**

12 142. Defendants’ failure to provide legally required meal periods to Plaintiff and the
13 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
14 California Labor Code sections 226.7 and 512(a).

15 **Failure to Provide Rest Periods**

16 143. Defendants’ failure to provide legally required rest periods to Plaintiff and the
17 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
18 California Labor Code section 226.7.

19 **Failure to Pay Minimum Wages**

20 144. Defendants’ failure to pay legally required minimum wages to Plaintiff and the
21 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
22 California Labor Code sections 1194, 1197 and 1197.1.

23 **Failure to Timely Pay Wages Upon Termination**

24 145. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved
25 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a
26 violation of California Labor Code sections 201 and 202.

27 **Failure to Timely Pay Wages During Employment**

28 146. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved

employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

147. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

148. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

149. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

150. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and

1 entirely independent and apart from, any other penalty provided in the
2 California Labor Code in the amount of a hundred dollars (\$100) for each
3 aggrieved employee per pay period for the initial violation, and two
4 hundred dollars (\$200) for each aggrieved employee per pay period for
5 each subsequent violation; and

6 d. Any and all additional penalties and sums as provided by the California
7 Labor Code and/or other statutes.

8 151. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
9 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
10 and Workforce Development Agency for the enforcement of labor laws and education of
11 employers and employees about their rights and responsibilities and twenty-five percent (25%)
12 to the aggrieved employees.

13 152. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
14 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
15 statute.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff, individually, and on behalf of other members of the general public similarly
18 situated, requests a trial by jury.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
21 public similarly situated, prays for relief and judgment against Defendants, jointly and
22 severally, as follows:

23 **Class Certification**

- 24 1. That this action be certified as a class action;
25 2. That Plaintiff be appointed as the representative of the Class;
26 3. That counsel for Plaintiff be appointed as Class Counsel; and
27 4. That Defendants provide to Class Counsel immediately the names and most

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1 current/last known contact information (address, e-mail and telephone numbers) of all class
2 members.

3 **As to the First Cause of Action**

4 5. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
6 all overtime wages due to Plaintiff and the other class members;

7 6. For general unpaid wages at overtime wage rates and such general and special
8 damages as may be appropriate;

9 7. For pre-judgment interest on any unpaid overtime compensation commencing
10 from the date such amounts were due;

11 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Labor Code section 1194; and

13 9. For such other and further relief as the Court may deem just and proper.

14 **As to the Second Cause of Action**

15 10. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
17 provide all meal periods (including second meal periods) to Plaintiff and the other class
18 members;

19 11. That the Court make an award to Plaintiff and the other class members of one
20 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
21 period was not provided;

22 12. For all actual, consequential, and incidental losses and damages, according to
23 proof;

24 13. For premium wages pursuant to California Labor Code section 226.7(c);

25 14. For pre-judgment interest on any unpaid wages from the date such amounts
26 were due;

27 15. For reasonable attorneys' fees and costs of suit incurred herein; and

28 16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

1 54. For restitution of unpaid wages to Plaintiff and all the other class members and
2 all pre-judgment interest from the day such amounts were due and payable;

3 55. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, et seq.;

7 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 57. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, et seq.; and

11 58. For such other and further relief as the Court may deem just and proper.

12 **As to the Eleventh Cause of Action**

13 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g) and
14 558, costs/expenses, and attorneys' fees for violation of California Labor Code, including
15 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
16 2800 and 2802; and

17 2. For such other and further relief as the Court may deem equitable and appropriate.
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21 Dated: December 10, 2024

Castle Law: California Employment Counsel, PC

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23 By:



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