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6
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all others similarly situated, and on behalf of the general public

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SACRAMENTO**

10 SHAMEKA PENN on behalf of all
others similarly situated, and on behalf
11 of the general public,

12 Plaintiffs,

13 v.

14 SACRAMENTO LOGISTICS LLC; and
DOES 1-100,

15 Defendants.

Case No. **25CV024456**

**PLAINTIFF SHAMEKA PENN'S PRIVATE
ATTORNEYS GENERAL ACT OF 2004 ("PAGA")
COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

1. **Violation of the PAGA for Failure to Pay All
Straight Time Wages;**
2. **Violation of the PAGA for Failure to Pay All
Overtime Wages;**
3. **Violation of PAGA for Failure to Provide Meal
Periods;**
4. **Violation of PAGA for Failure to Provide Rest
Periods;**
5. **Violation of the PAGA for Knowing and
Intentional Failure to Comply with Itemized
Employee Wage Statement Provisions; and**
6. **Violation of the PAGA for Failure to Pay All
Wages Due at the Time of Termination of
Employment.**

21
22 **DEMAND FOR JURY TRIAL**

1 Plaintiff SHAMEKA PENN (hereinafter referred to as “Plaintiff” or “Ms. Penn”), on behalf of all non-
2 exempt, hourly employees who worked in California (hereinafter referred to as the “Aggrieved
3 Employees”), files this Complaint against Defendant SACRAMENTO LOGISTICS LLC (hereinafter
4 referred to as “SACRAMENTO LOGISTICS” or “Defendant”) and/or DOES 1-100.

5 **I. INTRODUCTION**

6 1. This is a representative action seeking recovery of penalties under the California Labor Code
7 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et.
8 seq., against SACRAMENTO LOGISTICS and/or DOES 1-100. The PAGA permits an
9 “aggrieved employee” to bring a lawsuit on behalf of other current and former employees to
10 address an employer’s violations of the *California Labor Code*. Through this complaint,
11 Plaintiff does not seek individual PAGA penalties on behalf of herself but only seeks
12 representative PAGA penalties on behalf of other aggrieved employees.

13 2. SACRAMENTO LOGISTICS is a supply chain solutions and wholesale grocery supplier.

14 3. SACRAMENTO LOGISTICS operates out of locations in California.

15 4. SACRAMENTO LOGISTICS employs hourly, non-exempt employees to work at its locations
16 in California.

17 5. SACRAMENTO LOGISTICS has maintained uniform policies that violate the wage and hour
18 rights of non-exempt employees in the manner complained of herein.

19 6. This action is brought on behalf of Aggrieved Employees of SACRAMENTO LOGISTICS
20 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
21 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
22 break; were not provided accurate itemized wage statements; were not paid compensation for
23 all time worked at the straight or overtime rate; were not paid waiting time penalties; and were
24 not timely paid all wages owed. Plaintiff seeks penalties on behalf of all Aggrieved Employees
25 of Defendant and/or DOES as provided herein. Plaintiff does not seek individual PAGA
26 penalties on behalf of herself. This Complaint also seeks attorneys’ fees and costs under the
27 PAGA, *California Labor Code* section 2699(g)(1).

28 7. At all times mentioned herein, the Aggrieved Employees were not classified as “Exempt” or

1 primarily employed in an executive, professional, or administrative capacity. Thus, under
2 California law, the Aggrieved Employees should be: paid compensation for all time worked at
3 the regular or overtime rate; provided meal periods; authorized and permitted to take rest
4 periods; paid one hour of premium pay for all unprovided meal periods; paid one hour of
5 premium pay for all rest periods that were not authorized and/or permitted; paid penalties for
6 not being provided itemized wage statements; and paid penalties for not being paid timely at
7 the time of termination.

- 8 8. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES control the
9 working conditions of the Aggrieved Employees including, but not limited to, having the
10 authority to hire and fire the Aggrieved Employees, setting the wages of the Aggrieved
11 Employees, and instructing the Aggrieved Employees when and/or where to work. In addition,
12 SACRAMENTO LOGISTICS and/or DOES develop, wrote, dictated, approved and/or
13 authorized wage and hour policies and/or practices that the Aggrieved Employees labored
14 under. These policies and/or practices included, but were not limited to, policies and/or
15 practices regarding straight-time, overtime, meal periods, rest periods, wage statements, timing
16 of payment, and paying compensation at the time of termination. Further, SACRAMENTO
17 LOGISTICS and/or DOES have the ability to prevent the Aggrieved Employees from working.

18 **II. JURISDICTION AND VENUE**

- 19 9. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was
20 employed by SACRAMENTO LOGISTICS and/or DOES in California. Plaintiff, and each of
21 the Aggrieved Employees, were employees of SACRAMENTO LOGISTICS and/or DOES,
22 and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each
23 of the Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior
24 to the date Plaintiff sent Notice to the State of California Labor and Workforce Development
25 Agency (LWDA).
- 26 10. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant
27 and/or DOE operate facilities, employ hourly employees, conduct business, and commit
28 *California Labor Code* violations within Sacramento County and California. Each Defendant

1 and/or DOE is within the jurisdiction of this Court for service of process purposes. The
2 unlawful acts alleged herein have a direct effect on Plaintiff and the Aggrieved Employees
3 situated within the State of California and within Sacramento County. SACRAMENTO
4 LOGISTICS and/or DOES employ numerous aggrieved employees in California and/or
5 Sacramento County.

6 11. Plaintiff brings this action on behalf of the Aggrieved Employees of SACRAMENTO
7 LOGISTICS and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the
8 general public, will and does seek to recover any and all penalties for each and every violation
9 shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice
10 with the LWDA of her intent to bring this action, in an amount according to proof, as to those
11 penalties that are otherwise only available to public agency enforcement actions. Funds
12 recovered will be distributed in accordance with the PAGA.

13 12. There is no federal question at issue as the issues herein are based solely upon California
14 statutes and law, including the *California Labor Code*, IWC Wage Orders, Code of Civil
15 Procedure, and Civil Code.

16 13. The California Superior Court also has jurisdiction in this matter because the penalties sought
17 exceed the minimum jurisdictional limits of the Superior Court and will be established at trial,
18 according to proof. Defendant and/or DOES either own, maintain offices, transact business,
19 have an agent or agents, have their principal place of business in, and/or otherwise are found
20 within the County of Sacramento, California.

21 **III. THE PARTIES**

22 **A. Plaintiffs**

23 14. Throughout the Statutory Period, Plaintiff SHAMEKA PENN is and was a resident of
24 California. During the Statutory Period, Plaintiff SHAMEKA PENN is and was employed in
25 a non-exempt capacity by Defendant SACRAMENTO LOGISTICS and/or DOES in
26 California.

27 15. The Aggrieved Employees were and are employed in the State of California by
28 SACRAMENTO LOGISTICS and/or DOES. The Aggrieved Employees are or were employed

1 in a non-exempt, hourly capacity.

2 16. Plaintiff has standing to bring this action as she was employed by Defendant and suffered from

3 the violations alleged herein.

4 17. A notice correspondence showing compliance with *California Labor Code* Section 2699.3 was

5 sent to the LWDA and SACRAMENTO LOGISTICS on June 18, 2025. This notice

6 demonstrates that Plaintiff has standing to bring a representative action on behalf of the LWDA

7 and as a private attorney general. The violations alleged in this notice also form the basis for

8 the allegations herein. No notice of cure by Defendant SACRAMENTO LOGISTICS and/or

9 DOES was provided and no notice of investigation was received from the LWDA in the

10 statutorily proscribed sixty-five (65) day period since the mailing of the notice of the

11 action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by

12 *California Labor Code* section 2699.3(a)(2)(C).

13 **B. Defendants**

14 18. SACRAMENTO LOGISTICS is a supply chain solutions and wholesale grocery supplier.

15 19. SACRAMENTO LOGISTICS operates out of locations in California.

16 20. SACRAMENTO LOGISTICS employs hourly, non-exempt employees to work at its

17 locations.

18 21. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in

19 the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on

20 information and belief alleges that said Defendants are now, and/or at all times mentioned in

21 this Complaint were doing business in the State of California and/or throughout the United

22 States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is

23 legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this

24 Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

25 22. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects

26 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business

27 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally

28 attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized

the acts of each of the remaining Defendants.

23. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

IV. GENERAL ALLEGATIONS

24. During all, or a portion, of the one (1) year period before Plaintiff filed notice of her claims with the LWDA, the Aggrieved Employees were employed by SACRAMENTO LOGISTICS and/or DOES in the State of California. The Aggrieved Employees are composed of all current and former non-exempt, hourly employees of SACRAMENTO LOGISTICS and/or DOES within the State of California.

25. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES fail to pay the Aggrieved Employees all straight time and overtime wages owed.

26. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES fail to provide the Aggrieved Employees with meal periods that comply with California law and fail to authorize and permit rest periods that comply with California law.

27. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES knew and/or should have known that the Aggrieved Employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one hour of pay as additional compensation at the aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

28. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES require Aggrieved Employees to work through their meal periods thereby denying Aggrieved Employees of the right to be completely free from employer control under California law.

29. At all times mentioned herein, Aggrieved Employees are not free of all work duties and/or employer control during meal periods.

30. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES breach the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by California law. Specifically, SACRAMENTO LOGISTICS

- 1 and/or DOES fail to provide the Aggrieved Employees with meal periods within the first five
2 (5) continuous hours of work.
- 3 31. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift
4 of at least five (5) hours worked per day to Aggrieved Employees, and by failing to provide
5 compensation for these unprovided meal periods, SACRAMENTO LOGISTICS and/or DOES
6 willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 8-2001,
7 and California Code of Regulations, Section 11080(11). In addition, SACRAMENTO
8 LOGISTICS and/or DOES fail to provide the Aggrieved Employees with another duty-free
9 meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per
10 day.
- 11 32. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES knew and/or
12 should have known that the Aggrieved Employees were entitled to be authorized and/or
13 permitted to take legally compliant rest periods in a timely manner or payment of one hour of
14 pay as additional compensation at the Aggrieved Employees' regular rate of pay when they
15 were not authorized and/or permitted to take a legally compliant rest period.
- 16 33. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES breach the legal
17 duty to provide lawful rest periods to employees.
- 18 34. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES have had a
19 consistent policy and/or practice of not providing duty-free net ten-minute rest periods to all
20 Aggrieved Employees and/or providing compensation in lieu thereof.
- 21 35. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES breached the legal
22 duty to provide rest periods to employees by imposing a continuous and consistent policy
23 requiring Aggrieved Employees to keep working during their rest periods, thereby denying
24 Aggrieved Employees of the right to be completely free from employer control under
25 California law.
- 26 36. At all times mentioned herein, the Aggrieved Employees are not free of all work duties and/or
27 employer control during rest periods.
- 28 37. By failing to provide paid net ten (10) minute rest periods for every four (4) hours or major

fraction thereof worked per day to Aggrieved Employees and by failing to provide compensation for these periods, SACRAMENTO LOGISTICS and/or DOES willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 8-2001, and California Code of Regulations, Section 11080(12).

38. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES knowingly and intentionally provide wage statements to Aggrieved Employees that fail to specifically itemize everything required under *California Labor Code* section 226(a).

39. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES knew and/or should have known that the Aggrieved Employees were entitled to receive complete and accurate pay statements in accordance with California law.

40. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to the Aggrieved Employees.

41. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES fail to pay all wages owed to terminated or resigned Aggrieved Employees and failed to timely pay wages during employment.

42. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES knew and/or should have known that they had a duty to compensate the Aggrieved Employees in accordance with California law, and that SACRAMENTO LOGISTICS and DOES have the ability to pay such compensation, but willfully and intentionally failed to do so, and SACRAMENTO LOGISTICS and DOES falsely represent to the Aggrieved Employees that they were properly compensating the Aggrieved Employees.

43. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES knowingly and intentionally fail to pay all wages owed to non-exempt, hourly employees in a timely manner at the time non-exempt, hourly employees terminated their employment – either voluntarily or involuntarily – with SACRAMENTO LOGISTICS and/or DOES.

44. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES knew and/or should have known that the Aggrieved Employees were entitled to timely wages at the time of

1 termination. SACRAMENTO LOGISTICS and/or DOES did not timely pay all wages owed,
2 straight-time wages owed, overtime wages owed, meal period premiums, and rest period
3 premiums owed at the time of termination.

4 45. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES fail to pay the
5 Aggrieved Employees a sum certain at the time of termination or within seventy-two (72) hours
6 of their resignation, and have failed to pay those sums for thirty (30) days thereafter.

7 46. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES knew and/or
8 should have known that they had a duty to compensate the Aggrieved Employees in accordance
9 with California law, and that SACRAMENTO LOGISTICS and/or DOES had the ability to
10 pay such compensation, but willfully and intentionally failed to do so, and Defendant and
11 DOES falsely represented to the Aggrieved Employees that they were properly compensating
12 the Aggrieved Employees.

13 47. Plaintiff brings this action on behalf of all Aggrieved Employees defined as all
14 SACRAMENTO LOGISTICS'Ss non-exempt employees employed in California beginning
15 one year prior to the date Plaintiff sent notice to the LWDA.

16 48. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with
17 respect to the issues or in any other way.

18 **FIRST CAUSE OF ACTION AGAINST SACRAMENTO LOGISTICS AND/OR DOES:**

19 **Violation of the PAGA for Failure to Pay Straight Time Wages (*California Labor Code* §2698 et.**
20 **seq.).**

21 49. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
22 as if fully plead.

23 50. SACRAMENTO LOGISTICS and/or DOES have had a continuous policy of not paying the
24 Aggrieved Employees for all hours worked.

25 51. It is fundamental that an employer must pay its employees for the time worked. *California*
26 *Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code*
27 section 223 prohibits the payment of less than a statutory or contractual wage scale. *California*
28 *Labor Code* sections 1194 – 1197.1 prohibit the payment of less than the minimum wage.

1 *California Labor Code* section 224 only permits deductions from wages when the employer is
2 required or empowered to do so by state or federal law or when the deduction is expressly
3 authorized in writing by the employee for specified purposes that do not in effect reduce the
4 agreed upon wage.

5 52. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting
6 individually as an officer, agent, or employee of another person, who pays or causes to be paid
7 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
8 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
9 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

10 53. SACRAMENTO LOGISTICS and/or DOES have had a continuous policy of not paying the
11 Aggrieved Employees for all hours worked. Specifically, Defendant and/or DOES have a
12 continuous and consistent policy of requiring employees to work before clocking in, after
13 clocking out, and during meal periods. The Aggrieved Employees are not paid for this time.
14 Failing to pay for all hours worked while under SACRAMENTO LOGISTICS’S and/or
15 DOES’ control and/or while suffered or permitted to work has resulted in the Aggrieved
16 Employees being deprived of straight time wages throughout the Statutory Period.

17 54. In addition, SACRAMENTO LOGISTICS and/or DOES have a continuous policy of not
18 paying the Aggrieved Employees for all hours worked in that SACRAMENTO LOGISTICS
19 and/or DOES continuously and consistently clock the Aggrieved Employees out for a meal
20 period and/or require the Aggrieved Employees to record a meal period, even though the
21 Aggrieved Employees work through their meal periods, were unable to take meal periods,
22 and/or were not free of all work duties and employer controls during meal periods. Thus,
23 SACRAMENTO LOGISTICS and/or DOES shave/steal earned wages from the Aggrieved
24 Employees every day they work without a meal period and have time deducted.

25 55. Likewise, the Aggrieved Employees are informed and believe and thereon allege that
26 SACRAMENTO LOGISTICS and/or DOES breached the legal duty to pay full wages to the
27 Aggrieved Employees by deducting a portion of the wages earned by the Aggrieved Employees
28 when they work through their meal periods and/or when SACRAMENTO LOGISTICS and/or

DOES record a meal period for the Aggrieved Employees when no meal period was taken. Specifically, the Aggrieved Employees work through their meal periods to satisfy their demanding work duties imposed by SACRAMENTO LOGISTICS and/or DOES, thereby denying them the right to be completely free from employer control under California law. Further, the Aggrieved Employees are forced to work through their meal periods due to the SACRAMENTO LOGISTICS and/or DOES providing insufficient staffing.

56. Failing to pay for all hours worked while under SACRAMENTO LOGISTICS'S and/or DOES' control and/or while suffered or permitted to work has resulted in the Aggrieved Employees being deprived of straight time wages.

57. The Aggrieved Employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

58. The Aggrieved Employees were employed by SACRAMENTO LOGISTICS and/or DOES at all relevant times. SACRAMENTO LOGISTICS and/or DOES were required to compensate the Aggrieved Employees for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

59. SACRAMENTO LOGISTICS and/or DOES commit the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring the Aggrieved Employees.

60. These claims are on behalf of all non-exempt hourly employees employed by Defendant and/or DOES in California.

61. Plaintiff, as former "non-exempt" hourly employee of SACRAMENTO LOGISTICS and/or DOES who SACRAMENTO LOGISTICS and/or DOES failed to pay all wages, Plaintiff has standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as representatives of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

62. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a)

1 applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and
2 1199.

3 63. Pursuant to *California Labor Code* section 2699(f), Plaintiff, on behalf of other Aggrieved
4 Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for
5 each Aggrieved Employee per pay period for the initial violation per *California Labor Code*
6 section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
7 period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

8 64. In the alternative, Plaintiff, on behalf of the Aggrieved Employees, seeks penalties pursuant to
9 *California Labor Code* section 558 for violations pursuant to this chapter or any provisions
10 regulating hours and days of the week of the Industrial Welfare Commission under *California*
11 *Labor Code* sections 558(a)(1) and 558(a)(2).

12 **SECOND CAUSE OF ACTION AGAINST SACRAMENTO LOGISTICS AND/OR DOES:**

13 **Violation of the PAGA for Failure to Pay All Overtime Wages Owed**

14 65. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
15 as if fully plead.

16 66. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's work.
17 Any work in excess of eight (8) hours in one workday and any work in excess of forty (40)
18 hours in any one workweek and the first eight (8) hours worked on the seventh day of work in
19 any one workweek shall be compensated at the rate of no less than one and one-half (1.5) times
20 the regular rate of pay for an employee.

21 67. *California Labor Code* section 510 dictates that any work in excess of twelve (12) hours in
22 one day shall be compensated at the rate of no less than twice the regular rate of pay for an
23 employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek
24 shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

25 68. SACRAMENTO LOGISTICS and/or DOES fail to pay overtime when employees worked
26 over eight (8) hours per day and when employees worked over forty (40) hours per week.

27 69. Aggrieved Employees were deprived of wages for all overtime hours worked because
28 Defendant and/or DOES fail to pay them overtime wages for all overtime hours worked. This

1 resulted in Aggrieved Employees not being paid all overtime wages owed to them.

2 70. Defendant and/or DOES have a continuous policy of not paying Aggrieved Employees for all
3 hours worked. Specifically, Defendant and/or DOES have a continuous and consistent policy
4 of requiring employees to work before clocking in, after clocking out, and during meal periods.
5 Aggrieved Employees are not paid for this time. When Aggrieved Employees work over eight
6 (8) hours in a day, these hours are owed at an overtime rate.

7 71. Furthermore, SACRAMENTO LOGISTICS and/or DOES would require Aggrieved
8 Employees to work over forty (40) hours in a week and would fail to pay Aggrieved Employees
9 at an overtime rate for these hours.

10 72. In addition, SACRAMENTO LOGISTICS and/or DOES have a continuous policy of not
11 paying Aggrieved Employees for all hours worked in that SACRAMENTO LOGISTICS
12 and/or DOES continuously and consistently clocks Aggrieved Employees out for a meal period
13 and/or requires Aggrieved Employees to record a meal period, even though Aggrieved
14 Employees work through their meal periods, were unable to take meal periods, and/or were
15 not free of all work duties and employer controls during meal periods. Thus, SACRAMENTO
16 LOGISTICS and/or DOES shave/steal earned wages from Aggrieved Employees every day
17 they work without a meal period and have time deducted. When employees work over eight
18 hours in a shift, this unpaid time must be paid at an overtime rate.

19 73. Likewise, Aggrieved Employees are informed and believe and thereon allege that
20 SACRAMENTO LOGISTICS and/or DOES breached the legal duty to pay full wages to
21 Aggrieved Employees by deducting a portion of the wages earned by Aggrieved Employees
22 when they work through their meal periods and/or when SACRAMENTO LOGISTICS and/or
23 DOES record a meal period for Aggrieved Employees when no meal period was taken.
24 Specifically, Aggrieved Employees work through their meal periods to satisfy their demanding
25 work duties imposed by SACRAMENTO LOGISTICS and/or DOES, thereby denying them
26 the right to be completely free from employer control under California law. Further, Aggrieved
27 Employees are forced to work through their meal periods due to the SACRAMENTO
28 LOGISTICS and/or DOES providing insufficient staffing. When employees work over eight

hours in a shift, this unpaid time must be paid at an overtime rate.

74. Furthermore, SACRAMENTO LOGISTICS and/or DOES failed to pay Aggrieved Employees at the appropriate regular rate of pay for all overtime hours worked. Specifically, SACRAMENTO LOGISTICS and/or DOES failed to incorporate bonuses and/or premiums employees were paid when calculating employees' regular rate of pay for purposes of paying overtime compensation.

75. Aggrieved Employees were paid "Special Premiums" during their time working for Defendant and these premiums were not incorporated into their regular rate of pay for purposes of paying overtime compensation.

76. Plaintiff is informed and believes and thereon alleges that Defendant and/or DOES breached the legal duty to pay full wages to Aggrieved Employees by failing to pay Aggrieved Employees for time when Aggrieved Employees were not relieved of all duties and/or employer control. By failing to pay for this time when Aggrieved Employees work over eight (8) hours in a shift and forty (40) hours in a week, these unpaid hours must be compensated at an overtime rate.

77. The Aggrieved Employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

78. These claims are on behalf of all non-exempt employees employed by Defendant and/or DOES in California.

79. Plaintiff, as former "non-exempt" hourly employee of SACRAMENTO LOGISTICS and/or DOES who SACRAMENTO LOGISTICS and/or DOES failed to pay all overtime wages, has standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as representatives of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

80. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code* section 510.

1 81. Plaintiff, as a representative of the people of the State of California, will seek all penalties
2 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
3 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
4 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
5 222, 223, and 510.

6 82. Pursuant to *California Labor Code* section 2699(f), Plaintiff, on behalf of the Aggrieved
7 Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for
8 each Aggrieved Employee per pay period for the initial violation per *California Labor Code*
9 section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
10 period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

11 83. In the alternative, Plaintiff, on behalf of the Aggrieved Employees, seeks penalties pursuant to
12 *California Labor Code* section 558 for violations pursuant to this chapter or any provisions
13 regulating hours and days of the week of the Industrial Welfare Commission under *California*
14 *Labor Code* sections 558(a)(1) and 558(a)(2).

15 **THIRD CAUSE OF ACTION AGAINST SACRAMENTO LOGISTICS AND/OR DOES:**
16 **Violation of the PAGA for Failure to Provide Meal Periods (*California Labor Code* §2698 et.**
17 **seq.).**

18 84. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
19 as if fully plead.

20 85. Under *California Labor Code* section 512, and IWC Wage Order 8-2001, no employer shall
21 employ any person for a work period of more than five (5) hours without providing a meal
22 period of not less than thirty (30) minutes. During this meal period of not less than thirty (30)
23 minutes, the employee is to be completely free of the employer's control and must not perform
24 any work for the employer. If the employee does perform work for the employer during the
25 thirty (30) minute meal period, the employee has not been provided a meal period in
26 accordance with the law. Also, the employee is to be compensated for any work performed
27 during the thirty (30) minute meal period.

28 86. In addition, an employer may not employ an employee for a work period of more than ten (10)

hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

87. Under *California Labor Code* section 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

88. SACRAMENTO LOGISTICS and/or DOES fail to provide thirty (30) minute, uninterrupted meal periods to Aggrieved Employees who worked for work periods of more than five (5) consecutive hours. As such, Aggrieved Employees were required to work over five (5) consecutive hours at a time without being provided a thirty (30) minute uninterrupted, duty-free meal period within that time.

89. SACRAMENTO LOGISTICS and/or DOES fail to provide thirty (30) minute, uninterrupted duty-free meal periods to Aggrieved Employees for every five (5) continuous hours worked.

90. SACRAMENTO LOGISTICS and/or DOES breached the legal duty to provide meal periods to employees by failing to provide employees with duty-free meal periods within the timeframes outlined by California law.

91. When Aggrieved Employees are able to take a meal period, Aggrieved Employees are not relieved of all duties and/or employer control during their meal periods.

92. SACRAMENTO LOGISTICS and/or DOES do not provide full thirty-minute meal periods to Aggrieved Employees because SACRAMENTO LOGISTICS and/or DOES require Aggrieved Employees to use some of their break time transiting to and from the break area.

93. Every shift in which an Aggrieved Employee took a meal period, they had to use some of their meal period time transiting to and from the break area. As such, Aggrieved Employees are not provided with full thirty-minute meal periods in these shifts.

94. Further, SACRAMENTO LOGISTICS and/or DOES instituted a consistent policy/practice of not providing second meal periods to the Aggrieved Employees and/or providing compensation in lieu thereof. Specifically, the Aggrieved Employees work over ten-hour shifts but never received second meal periods.

- 1 95. When Aggrieved Employees work shifts of over ten hours they are not provided with a second
2 meal period.
- 3 96. In addition, when SACRAMENTO LOGISTICS and/or DOES did pay meal period premiums,
4 SACRAMENTO LOGISTICS and/or DOES failed to pay these premiums to the Aggrieved
5 Employees at the appropriate regular rate of pay.
- 6 97. The Aggrieved Employees were paid “Special Premiums” during their time working for
7 Defendant and these premiums were not incorporated into their regular rate of pay for purposes
8 of paying meal period premiums if and/or when these premiums were paid.
- 9 98. By failing to provide statutory first and/or second meal periods, and by failing to provide
10 compensation for unprovided meal periods, as alleged above, SACRAMENTO LOGISTICS
11 and/or DOES willfully violate the provisions of the *California Labor Code* section 226.7 and
12 512.
- 13 99. These claims are on behalf of all non-exempt employees employed by Defendant and/or DOES
14 in California.
- 15 100. By failing to provide statutory first and/or second meal periods, and by failing to provide
16 compensation for unprovided meal periods, as alleged above, SACRAMENTO LOGISTICS
17 and/or DOES willfully violate the provisions of *California Labor Code* sections 226.7 and 512,
18 and IWC Wage Order No. 8-2001.
- 19 101. As a result of the unlawful acts of SACRAMENTO LOGISTICS and/or DOES, the Aggrieved
20 Employees have been deprived of premium wages and/or other compensation in amounts to
21 be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys’
22 fees, and costs.
- 23 102. During the relevant time period, the Aggrieved Employees who were scheduled to work for a
24 period of time in excess of six (6) hours were required to work for periods longer than five (5)
25 hours without an uninterrupted meal period of not less than thirty (30) minutes.
- 26 103. During the relevant time period, the Aggrieved Employees who were scheduled to work for a
27 period of time in excess of ten (10) hours and/or (12) hours, and who did not waive their
28 legally-mandated meal periods by mutual consent were required to work in excess of ten (10)

hours and/or twelve (12) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

104. During the relevant time period, SACRAMENTO LOGISTICS and/or DOES fail to pay the Aggrieved Employees the full meal period premium due pursuant to *California Labor Code* section 226.7.

105. SACRAMENTO LOGISTICS' and/or DOES' conduct violates applicable IWC Wage Order 8-2001 and *California Labor Code* sections 226.7 and 512(a).

106. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal periods, has standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* sections 226.7 and 512.

107. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.

108. Pursuant to *California Labor Code* section 2699(f), Plaintiff, on behalf of the Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

109. In the alternative, Plaintiff, on behalf of the Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

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1 **FOURTH CAUSE OF ACTION AGAINST SACRAMENTO LOGISTICS AND/OR DOES:**

2 **Violation of the PAGA for Failure to Provide Rest Periods (*California Labor Code* §2698 et. seq.).**

3 110. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
4 as if fully plead.

5 111. Industrial Welfare Commission Order No. 8-2001 section 12(A) states “[e]very employer shall
6 authorize and permit all employees to take rest periods, which insofar as practicable shall be
7 in the middle of each work week period. The authorized rest period time shall be based on the
8 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
9 fraction thereof.”

10 112. At all times mentioned herein, SACRAMENTO LOGISTICS and/or DOES fail to authorize
11 and/or permit rest period time based upon the total hours worked daily at the rate of ten (10)
12 minutes net rest time per four (4) hours or major fraction thereof.

13 113. At all relevant times, Defendant and/or DOES fail to authorize and/or permit rest period time
14 based upon the total hours worked daily at the rate of ten (10) minutes net rest time per four
15 (4) hours or major fraction thereof.

16 114. Further, the Aggrieved Employees are required to work eight (8) to twelve (12) hour shifts but
17 are not provided with first, second and/or third rest breaks free of employer’s control.

18 115. SACRAMENTO LOGISTICS and/or DOES also breach the legal duty to provide rest periods
19 to employees by imposing a continuous and consistent policy of requiring Aggrieved
20 Employees to work through their rest periods thereby denying the Aggrieved Employees of
21 the right to be completely free from employer control under California law.

22 116. When the Aggrieved Employees are able to take a rest period, the Aggrieved Employees are
23 not relieved of all duties and/or employer control during their rest periods.

24 117. SACRAMENTO LOGISTICS and/or DOES do not provide full ten-minute rest periods to the
25 Aggrieved Employees because SACRAMENTO LOGISTICS and/or DOES require the
26 Aggrieved Employees to use some of their break time transiting to and from the break area.

27 118. In each shift in which Aggrieved Employees took a rest period, they had to use some of their
28 rest period time transiting to and from the break area. As such, Aggrieved Employees were not

- provided with full ten-minute rest periods in these shifts.
119. In addition, when SACRAMENTO LOGISTICS and/or DOES did pay rest period premiums, SACRAMENTO LOGISTICS and/or DOES failed to pay these premiums to the Aggrieved Employees at the appropriate regular rate of pay.
120. Aggrieved Employees were paid “Special Premiums” during their time working for Defendant and these premiums were not incorporated into their regular rate of pay for purposes of paying rest period premiums if and/or when these premiums were paid.
121. In addition, SACRAMENTO LOGISTICS and/or DOES only provide two rest periods per shift regardless of shift length. As such, SACRAMENTO LOGISTICS and/or DOES do not provide third rest periods to the Aggrieved Employees when they work over ten hours in a shift.
122. When Aggrieved Employees worked shifts of over ten hours, they were not provided with a third rest period.
123. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per day by the Aggrieved Employees, and by failing to provide compensation for these unprovided rest periods, as alleged above, SACRAMENTO LOGISTICS and/or DOES willfully violate the provisions of *California Labor Code* section 226.7.
124. These claims are on behalf of all hourly non-exempt employees employed by Defendant and/or DOES in California.
125. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest periods, has standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California’s labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* section 226.7.
126. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: section

226.7.

127. Pursuant to *California Labor Code* section 2699(f), Plaintiff, on behalf of the Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

128. In the alternative, Plaintiff, on behalf of the Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FIFTH CAUSE OF ACTION AGAINST SACRAMENTO LOGISTICS AND/OR DOES:

Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (*California Labor Code* §2698 et. seq.).

129. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

130. *California Labor Code* section 226(a) requires SACRAMENTO LOGISTICS and/or DOES to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by the Aggrieved Employees. *California Labor Code* section 226(a) requires SACRAMENTO LOGISTICS and/or DOES, at the time of each payment of wages, to “furnish each of her or her employees, either as an detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the

1 legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period
2 and the corresponding number of hours worked at each hourly rate and the corresponding
3 number of hours worked at each hourly rate by the employee....”

4 131. *California Labor Code* section 226(a) also requires that “deductions made from payment of
5 wages shall be recorded in ink or other indelible form, properly dates, showing the month, day
6 and year, and a copy of the statement and the record of the deductions shall be kept on file by
7 the employer for at least three years at the place of employment or at a central location within
8 the State of California.”

9 132. SACRAMENTO LOGISTICS and/or DOES have knowingly and intentionally failed to
10 comply with *California Labor Code* section 226(a) on each and every wage statement provided
11 to the Aggrieved Employees.

12 133. *California Labor Code* section 1174 requires SACRAMENTO LOGISTICS and/or DOES to
13 maintain and preserve, in a centralized location, records showing the daily hours worked by
14 and the wages paid to its employees. SACRAMENTO LOGISTICS and/or DOES have
15 knowingly and intentionally failed to comply with *California Labor Code* section 1174. The
16 failure of SACRAMENTO LOGISTICS and/or DOES, and each of them, to comply with
17 *California Labor Code* section 1174 is unlawful pursuant to *California Labor Code* section
18 1175.

19 134. SACRAMENTO LOGISTICS and/or DOES fail to maintain accurate time records - as
20 required by IWC Wage Order No. 8-2001(7), and *California Code of Regulations*, Title 8,
21 section 11080 - showing, among other things, when the employee begins and ends each work
22 period, the total daily hours worked in itemized wage statements, total wages, bonuses and/or
23 incentives earned, and all deductions made.

24 135. SACRAMENTO LOGISTICS and/or DOES have knowingly and intentionally failed to
25 provide the Aggrieved Employees with accurate itemized wage statements which show: “(1)
26 gross wages earned, (2) total hours worked by the employee... (3) the number of piece-rate
27 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
28 deductions, provided that all deductions made on written orders of the employee may be

1 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
2 for which the employee is paid, (7) the name of the employee and only the last four digits of
3 his or her social security number or an employee identification number other than a social
4 security number, (8) the name and address of the legal entity that is the employer and, if the
5 employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
6 and address of the legal entity that secured the services of the employer, and (9) all applicable
7 hourly rates in effect during the pay period and the corresponding number of hours worked at
8 each hourly rate by the employee[.]” *California Labor Code* section 226(a).

9 136. SACRAMENTO LOGISTICS and/or DOES knowingly and intentionally failed to itemize the
10 total hours worked on wage statements.

11 137. SACRAMENTO LOGISTICS and/or DOES knowingly and intentionally failed to itemize and
12 include all gross and net wages earned on wage statements.

13 138. In every pay period during the period of the relevant statute of limitations, SACRAMENTO
14 LOGISTICS and/or DOES knowingly and intentionally did not accurately itemize the total
15 hours worked on wage statements as *California Labor Code* section 226(a), requires.

16 139. In every pay period during the period of the relevant statute of limitations, SACRAMENTO
17 LOGISTICS and/or DOES knowingly and intentionally did not itemize the total hours worked
18 on wage statements as *Labor Code* section 226, subsection (a), requires. In every pay period
19 during the period of the relevant statute of limitations, SACRAMENTO LOGISTICS and/or
20 DOES knowingly and intentionally did not include the total hours worked on wage statements.
21 As outlined herein, SACRAMENTO LOGISTICS and/or DOES have a continuous policy
22 and/or practice of not compensating the Aggrieved Employees for all hours worked.
23 Specifically, SACRAMENTO LOGISTICS and/or DOES has a continuous and consistent
24 policy of requiring employees to work before clocking in, after clocking out, and/or during
25 meal periods as outlined herein. In addition, the Aggrieved Employees are informed and
26 believe and thereon allege that SACRAMENTO LOGISTICS and/or DOES breached the legal
27 duty to pay full wages to the Aggrieved Employees by failing to pay for wages earned by the
28 Aggrieved Employees when they are not relieved of all work duties during their meal periods,

- and/or remain subject to SACRAMENTO LOGISTICS's and/or DOES' control during their meal periods. The Aggrieved Employees are not paid for this time. These hours are not itemized on the Aggrieved Employees' wage statements.
140. Finally, SACRAMENTO LOGISTICS and/or DOES failed to include all meal and rest period premiums that were owed to the Aggrieved Employees on wage statements at the proper regular rate of pay that incorporated bonuses earned during that pay period.
141. As a result of the knowing and intentional failure by SACRAMENTO LOGISTICS and/or DOES to comply with itemized employee wage statement provisions, the Aggrieved Employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.
142. These claims are on behalf of all non-exempt employees employed by Defendant and/or DOES in California.
143. Plaintiff, as a non-exempt hourly employee who Defendants and/or DOES failed to provide accurate and itemized wage statements, has standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.
144. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174, 1199.
145. Pursuant to Labor Code section 2699(f), Plaintiff, on behalf of the Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).
146. In the alternative, Plaintiff, on behalf of the Aggrieved Employees, seeks penalties pursuant to

1 *California Labor Code* section 558 for violations pursuant to this chapter or any provisions
2 regulating hours and days of the week of the Industrial Welfare Commission under *California*
3 *Labor Code* sections 558(a)(1) and 558(a)(2).

4 **SIXTH CAUSE OF ACTION AGAINST SACRAMENTO LOGISTICS AND/OR DOES:**

5 **Violation of the PAGA for Failure to Pay Wages Due at Termination and During Employment**
6 **(*California Labor Code* §2698 et. seq.).**

7 147. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
8 as if fully plead.

9 148. SACRAMENTO LOGISTICS and/or DOES and/or their officers and/or managing agents
10 willfully failed to pay, in a timely manner, wages owed to the Aggrieved Employees who left
11 SACRAMENTO LOGISTICS'S and/or DOES' employ or who were terminated.

12 149. Aggrieved Employees who ended their employment with SACRAMENTO LOGISTICS
13 and/or DOES during the last year were entitled to be promptly paid all lawful compensation,
14 and other premiums, as required by *California Labor Code* sections 201 through 203.

15 150. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer
16 discharges an employee, the wages earned and unpaid at the time of discharge are due and
17 payable immediately, and if an employee quits his or her employment, his or her wages shall
18 become due and payable no later than seventy-two (72) hours thereafter, unless the employee
19 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
20 employee is entitled to his or her wages at the time of quitting.

21 151. During the relevant time period, SACRAMENTO LOGISTICS and/or DOES intentionally and
22 willfully fail to pay the Aggrieved Employees who are no longer employed by
23 SACRAMENTO LOGISTICS and/or DOES their wages, that were earned and unpaid, within
24 seventy-two (72) hours of their leaving SACRAMENTO LOGISTICS'S and/or DOES'
25 employ.

26 152. As outlined herein, SACRAMENTO LOGISTICS and/or DOES have a continuous policy
27 and/or practice of not compensating the Aggrieved Employees for all hours worked.
28 Specifically, SACRAMENTO LOGISTICS and/or DOES has a continuous and consistent

1 policy of requiring employees to work before clocking in, after clocking out, and/or during
2 meal periods as outlined herein. In addition, the Aggrieved Employees are informed and
3 believe and thereon allege that SACRAMENTO LOGISTICS and/or DOES breached the legal
4 duty to pay full wages to the Aggrieved Employees by failing to pay for wages earned by the
5 Aggrieved Employees when they are not relieved of all work duties during their meal periods,
6 and/or remain subject to SACRAMENTO LOGISTICS's and/or DOES' control during their
7 meal periods. The Aggrieved Employees are not paid for this time. As such, Defendant and/or
8 DOES fail to pay Aggrieved Employees all wages owed at the time of their termination.

9 153. Moreover, Aggrieved Employees are informed and believe and thereon allege that Defendant
10 and/or DOES failed to pay all meal and rest period premium wages owed to Aggrieved
11 Employees at the time of their termination.

12 154. SACRAMENTO LOGISTICS'S and/or DOES' failure to pay the Aggrieved Employees who
13 are no longer employed by SACRAMENTO LOGISTICS and/or DOES their wages, that were
14 earned and unpaid, within seventy-two (72) hours of their leaving SACRAMENTO
15 LOGISTICS'S and/or DOES' employ, is in violation of *California Labor Code* sections 201
16 and 202.

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

21 156. SACRAMENTO LOGISTICS and/or DOES fail to pay employees their final wages in
22 accordance with *California Labor Code* sections 201 and 202 because SACRAMENTO
23 LOGISTICS and/or DOES pay employees their final wages on the next regularly scheduled
24 pay date.

25 157. Plaintiff, as a non-exempt employee who SACRAMENTO LOGISTICS and/or DOES fail to
26 pay all wages, failed to provide a minimum statutory first and/or second meal periods, and
27 failed to provide paid net ten (10) minute rest periods, has standing to bring an action under
28 the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public

1 to enforce California's labor laws, and the penalty provisions identified in *California Labor*
2 *Code* section 2699.5.

3 158. Plaintiff, as a representative of the people of the State of California, seeks all penalties
4 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
5 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
6 that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201
7 through 203.

8 159. These claims are on behalf of all non-exempt hourly employees employed by Defendant and/or
9 DOES in California.

10 160. Pursuant to *California Labor Code* section 2699(f), Plaintiff, on behalf of the Aggrieved
11 Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for
12 each Aggrieved Employee per pay period for the initial violation per *California Labor Code*
13 section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
14 period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

15 161. In the alternative, Plaintiff, on behalf of the Aggrieved Employees, seeks penalties pursuant to
16 *California Labor Code* section 558 for violations pursuant to this chapter or any provisions
17 regulating hours and days of the week of the Industrial Welfare Commission under *California*
18 *Labor Code* section 558(a)(1) and 558(a)(2).

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, on behalf of all Aggrieved Employees, prays for relief and judgment
21 against Defendant SACRAMENTO LOGISTICS and/or DOES, jointly and severally, as follows:

- 22 A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).
- 23 B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
24 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time
25 worked;
- 26 C. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
27 2699, et. seq. for failure to provide compliant meal periods;
- 28 D. For all statutory penalties for each pay period during which an employee was underpaid due to

- 1 failure to provide compliant meal periods;
- 2 E. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 3 2699, et. seq. for failure to provide all rest periods;
- 4 F. For all statutory penalties provided under *California Labor Code* for each pay period during
- 5 which an employee was underpaid due to failure to provide paid rest periods;
- 6 G. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 7 2699, et. seq. for failure to provide accurate, itemized wage statements;
- 8 H. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 9 2699, et. seq. for failure to timely pay wages at separation; and
- 10 I. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section
- 11 2699(g)(1).

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff demands a jury trial as to liability.

14

15

16 Date: October 15, 2025

Signed: 

MARA LAW FIRM, PC

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff SHAMEKA PENN, on
behalf of all others similarly situated, and on
behalf of the general public