

Arby Aiwazian (SBN 269827)
aa@calljustice.com
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
9/3/2026 12:43 PM
By: Eric Iturralde, DEPUTY

Jill J. Parker (State Bar No. 274230)
jill@parkerminne.com
S. Emi Minne (State Bar No. 253179)
emi@parkerminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

BRYAN PADILLA, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

OWENS & MINOR DISTRIBUTION, INC.,
a Virginia corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2528284

Honorable Michael A Dauber
Dept. S35 – SBJC

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (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.; and
 - (11) Violation of California Labor Code §§ 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

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

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. 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 Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and

1 substantial justice.

2 4. Venue is proper in this Court because, upon information and belief, Defendant
3 maintains offices, has agents, employs individuals, and/or transacts business in the State of
4 California, County of San Bernardino. The majority of acts and omissions alleged herein
5 relating to Plaintiff and the other class members took place in the State of California, including
6 the County of San Bernardino.

7 **PARTIES**

8 5. Plaintiff BRYAN PADILLA is an individual residing in the State of California,
9 County of San Bernardino.

10 6. Defendant OWENS & MINOR DISTRIBUTION, INC., at all times herein
11 mentioned, was and is, upon information and belief, an employer whose employees are
12 engaged throughout the State of California, including the County of San Bernardino.

13 7. At all relevant times, Defendant OWENS & MINOR DISTRIBUTION, INC.
14 was the “employer” of Plaintiff within the meaning of all applicable California laws and
15 statutes.

16 8. At all times herein relevant, Defendants OWENS & MINOR DISTRIBUTION,
17 INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers,
18 joint employers, representatives, servants, employees, successors-in-interest, co-conspirators,
19 and/or assigns, each of the other, and at all times relevant hereto, were acting within the course
20 and scope of their authority as such agents, partners, joint venturers, joint employers,
21 representatives, servants, employees, successors, co-conspirators, and/or assigns, and all acts
22 or omissions alleged herein were duly committed with the ratification, knowledge, permission,
23 encouragement, authorization, and/or consent of each defendant designated as a DOE herein.

24 9. The true names and capacities, whether corporate, associate, individual, or
25 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
26 said defendants by such fictitious names. Plaintiff is informed and believes, and based thereon,
27 alleges that each of the defendants designated as a DOE is legally responsible for the events
28 and happenings referred to in this Complaint and unlawfully caused the injuries and damages

1 to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave
2 of court to amend this Complaint to show the true names and capacities when the same have
3 been ascertained.

4 10. Defendant OWENS & MINOR DISTRIBUTION, INC. and DOES 1 through 100
5 will hereinafter collectively be referred to as “Defendants.”

6 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
7 affected the working conditions, wages, working hours, and conditions of employment of
8 Plaintiff and the other class members so as to make each of said Defendants employers liable
9 under the statutory provisions set forth herein.

10 **CLASS ACTION ALLEGATIONS**

11 12. Plaintiff brings this action on his own behalf and on behalf of all other members
12 of the general public similarly situated and, thus, seeks class certification under California
13 Code of Civil Procedure section 382.

14 13. The proposed class is defined as follows:

15 **Class:** All current and former hourly-paid or non-exempt employees who
16 worked for any of the Defendants within the State of California at any time
17 during the period from September 25, 2021 to final judgment.

18 **Subclass A:** All class members who received overtime compensation at a rate
19 lower than their respective regular rate of pay because Defendants failed to
20 include all shift differential pay/commissions/non-discretionary bonuses
21 (including gift cards)/non-discretionary performance pay in the calculation of the
22 regular rate of pay for overtime pay purposes.

23 **Subclass B:** All class members who earned shift differential
24 pay/commissions/non-discretionary bonuses (including gift cards)/non-
25 discretionary performance pay that was not used to calculate the amount of the
26 meal break or rest break penalty/premium payment.

27 14. Plaintiff reserves the right to establish additional subclasses as appropriate.

28 15. The class is ascertainable, and there is a well-defined community of interest in

1 the litigation:

- 2 a. Numerosity: The class members are so numerous that joinder of all class
3 members is impracticable. The membership of the entire class is
4 unknown to Plaintiff at this time; however, the class is estimated to be
5 greater than fifty (50) individuals, and the identity of such membership is
6 readily ascertainable by inspection of Defendants' employment records.
- 7 b. Typicality: Plaintiff's claims are typical of all other class members' as
8 demonstrated herein. Plaintiff will fairly and adequately protect the
9 interests of the other class members with whom he has a well-defined
10 community of interest.
- 11 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
12 each class member, with whom he has a well-defined community of
13 interest and typicality of claims, as demonstrated herein. Plaintiff has no
14 interest that is antagonistic to the other class members. Plaintiff's
15 attorneys, the proposed class counsel, are versed in the rules governing
16 class action discovery, certification, and settlement. Plaintiff has
17 incurred, and during the pendency of this action will continue to incur,
18 costs and attorneys' fees that have been, are, and will be necessarily
19 expended for the prosecution of this action for the substantial benefit of
20 each class member.
- 21 d. Superiority: A class action is superior to other available methods for the
22 fair and efficient adjudication of this litigation because individual joinder
23 of all class members is impractical.
- 24 e. Public Policy Considerations: Certification of this lawsuit as a class
25 action will advance public policy objectives. Employers of this great
26 state violate employment and labor laws every day. Current employees
27 are often afraid to assert their rights out of fear of direct or indirect
28 retaliation. However, class actions provide the class members who are

1 not named in the complaint anonymity that allows for the vindication of
2 their rights.

3 16. There are common questions of law and fact as to the class members that
4 predominate over questions affecting only individual members. The following common
5 questions of law or fact, among others, exist as to the members of the class:

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

required by the California Labor Code, including, *inter alia*, section 1174(d);

- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

17. At all times herein set forth, the California Private Attorneys General Act was applicable to Plaintiff's employment by Defendants.

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

19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom the alleged violations were committed.

20. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and the alleged violations were committed against them.

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

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

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

18 22. On July 21, 2025, Plaintiff provided written notice by online submission to the
19 LWDA and by U.S. Certified Mail to Defendant OWENS & MINOR DISTRIBUTION, INC.
20 of the specific provisions of the California Labor Code alleged to have been violated, including
21 the facts and theories to support the alleged violations. Plaintiff did not receive an LWDA
22 Notice within sixty-five (65) calendar days of the date of Plaintiff’s July 21, 2025 notice.

23 23. On September 29, 2025, Plaintiff provided a first amended notice by online
24 submission to the LWDA and by U.S. Certified Mail to Defendant OWENS & MINOR
25 DISTRIBUTION, INC. containing additional information regarding the alleged violations of
26 the California Labor Code. Plaintiff did not receive an LWDA Notice within sixty-five (65)
27 calendar days of the date of Plaintiff’s September 29, 2025 notice.

28 24. On June 5, 2026, Plaintiff provided a second amended notice by online

1 submission to the LWDA and by U.S. Certified Mail to Defendant OWENS & MINOR
2 DISTRIBUTION, INC. containing further additional information regarding the alleged
3 violations of the California Labor Code. Plaintiff did not receive an LWDA Notice within
4 sixty-five (65) calendar days of the date of Plaintiff's June 5, 2026 notice.

5 25. Plaintiff has not received any notice of Defendant's intention to cure the alleged
6 violations.

7 26. Therefore, Plaintiff has satisfied the administrative prerequisites under
8 California Labor Code section 2699.3(a) to recover civil penalties against Defendants for
9 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
10 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

11 **GENERAL ALLEGATIONS**

12 27. At all relevant times set forth herein, Defendants employed Plaintiff and the
13 other class members as hourly-paid or non-exempt employees within the State of California,
14 including the County of San Bernardino.

15 28. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
16 exempt employee from approximately October 2022 to approximately April 2025 in the State
17 of California, County of San Bernardino.

18 29. Defendants hired Plaintiff and the other class members, classified them as
19 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
20 missed meal periods and/or rest breaks.

21 30. Defendants had the authority to hire and terminate Plaintiff and the other class
22 members, to set work rules and conditions governing Plaintiff's and the other class members'
23 employment, and to supervise their daily employment activities.

24 31. Defendants exercised sufficient authority over the terms and conditions of
25 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
26 and the other class members.

27 32. Defendants directly hired and paid wages and benefits to Plaintiff and the other
28 class members.

1 33. Defendants continue to employ hourly-paid or non-exempt employees within the
2 State of California.

3 34. Plaintiff and the other class members worked over eight (8) hours in a day
4 and/or forty (40) hours in a week during their employment with Defendants.

5 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
7 employees within the State of California. This pattern and practice involved, *inter alia*, failing
8 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
9 breaks in violation of California law.

10 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and the other class members were entitled to receive
12 certain wages for overtime compensation and that they were not receiving accurate overtime
13 compensation for all overtime hours worked.

14 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 failed to use the shift differential pay/commissions/non-discretionary bonuses (including gift
16 cards)/non-discretionary performance pay to calculate the regular rate of pay used to calculate
17 the overtime rate for the payment of overtime wages where Plaintiff and the other class
18 members earned shift differential pay/commissions/non-discretionary bonuses (including gift
19 cards)/non-discretionary performance pay and overtime wages in the same workweek.

20 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 failed to provide Plaintiff and the other class members all required rest and meal periods during
22 the relevant time period as required under the Industrial Welfare Commission (“IWC”) Wage
23 Orders, and, thus, they are entitled to any and all applicable penalties.

24 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 failed to allow Plaintiff and the other class members to leave the premises during rest periods.
26 Such a policy and practice violates California law, which requires that employees be relieved of
27 all employer control during rest periods.

28 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff and the other class members were entitled to receive
2 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
3 members' regular rate of pay when a meal period was missed, and they did not receive all meal
4 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
5 regular rate of pay when a meal period was missed.

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

12 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 failed to use the shift differential pay/commissions/non-discretionary bonuses (including gift
14 cards)/non-discretionary performance pay to calculate the regular rate of pay for the payment
15 of meal or rest period premium wages where Plaintiff and the other class members earned shift
16 differential pay/commissions/non-discretionary bonuses (including gift cards)/non-
17 discretionary performance pay and meal or rest period premium wages in the same workweek.

18 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 at least minimum wages for compensation and that they were not receiving at least minimum
21 wages for all hours worked.

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

27 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 issued final wages to Plaintiff and the other class members on pay cards, and that the funds on

1 these pay cards were not immediately accessible to Plaintiff and the other class members,
2 resulting in the untimely payment of final wages.

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

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

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

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

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

27 51. During the relevant time period, Defendants failed to pay overtime wages to
28 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other

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

3 52. During the relevant time period, Defendants failed to use the shift differential
4 pay/commissions/non-discretionary bonuses (including gift cards)/non-discretionary
5 performance pay to calculate the regular rate of pay used to calculate the overtime rate for the
6 payment of overtime wages where Plaintiff and the other class members earned shift
7 differential pay/commissions/non-discretionary bonuses (including gift cards)/non-
8 discretionary performance pay and overtime wages in the same workweek.

9 53. During the relevant time period, Defendants failed to provide all requisite
10 uninterrupted meal and rest periods to Plaintiff and the other class members.

11 54. During the relevant time period, Defendants failed to use the shift differential
12 pay/commissions/non-discretionary bonuses (including gift cards)/non-discretionary
13 performance pay to calculate the regular rate of pay for the payment of meal or rest period
14 premium wages where Plaintiff and the other class members earned shift differential
15 pay/commissions/non-discretionary bonuses (including gift cards)/non-discretionary
16 performance pay and meal or rest period premium wages in the same workweek.

17 55. During the relevant time period, Defendants failed to pay Plaintiff and the other
18 class members at least minimum wages for all hours worked.

19 56. During the relevant time period, Defendants failed to pay Plaintiff and the other
20 class members all wages owed to them upon discharge or resignation.

21 57. During the relevant time period, Defendants failed to pay Plaintiff and the other
22 class members all wages within any time permissible under California law, including, *inter*
23 *alia*, California Labor Code section 204.

24 58. During the relevant time period, Defendants failed to provide complete or
25 accurate wage statements to Plaintiff and the other class members.

26 59. During the relevant time period, Defendants failed to keep complete or accurate
27 payroll records for Plaintiff and the other class members.

28 60. During the relevant time period, Defendants failed to reimburse Plaintiff and the

1 other class members for all necessary business-related expenses and costs.

2 61. During the relevant time period, Defendants failed to properly compensate
3 Plaintiff and the other class members pursuant to California law in order to increase
4 Defendants' profits.

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

8 **FIRST CAUSE OF ACTION**

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

10 **(Against OWENS & MINOR DISTRIBUTION, INC. and DOES 1 through 100)**

11 63. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
12 through 62, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 64. California Labor Code section 1198 and the applicable IWC Wage Order
15 provide that it is unlawful to employ persons without compensating them at a rate of pay either
16 one-and-one-half times (1.5x) or two times (2x) that person's regular rate of pay, depending on
17 the number of hours worked by the person on a daily or weekly basis.

18 65. Specifically, the applicable IWC Wage Order provides that Defendants are and
19 were required to pay Plaintiff and the other class members who worked more than eight (8)
20 hours in a day or forty (40) hours in a workweek at the rate of one-and-one-half times (1.5x) all
21 hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek.

22 66. The applicable IWC Wage Order further provides that Defendants are and were
23 required to pay Plaintiff and the other class members overtime compensation at a rate of two
24 times (2x) their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

25 67. California Labor Code section 510 codifies the right to overtime compensation
26 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
27 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
28 of work, and to overtime compensation at twice the regular hourly rate for hours worked in

1 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
2 of work.

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

5 69. During the relevant time period, Defendants intentionally and willfully failed to
6 pay overtime wages owed to Plaintiff and the other class members.

7 70. Defendants' failure to pay Plaintiff and the other class members the unpaid
8 balance of overtime compensation, as required by California laws, violates the provisions of
9 California Labor Code sections 510 and 1198.

10 71. Pursuant to California Labor Code section 1194, Plaintiff and the other class
11 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
12 attorneys' fees.

13 **SECOND CAUSE OF ACTION**

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

15 **(Against OWENS & MINOR DISTRIBUTION, INC. and DOES 1 through 100)**

16 72. Plaintiff incorporates by reference the allegations contained in paragraphs 1
17 through 71, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 73. At all relevant times, the IWC Wage Order and California Labor Code sections
20 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by
21 Defendants.

22 74. At all relevant times, California Labor Code section 226.7 provides that no
23 employer shall require an employee to work during any meal or rest period mandated by the
24 applicable IWC Wage Order.

25 75. At all relevant times, the applicable IWC Wage Order and California Labor
26 Code section 512(a) provide that an employer may not require, cause or permit an employee to
27 work for a work period of more than five (5) hours per day without providing the employee
28 with a meal period of not less than thirty (30) minutes, except that if the total work period per

1 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
2 consent of both the employer and employee.

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

10 77. During the relevant time period, Plaintiff and the other class members who were
11 scheduled to work no longer than six (6) hours, and who did not waive their legally-mandated
12 meal periods by mutual consent, were required to work for more than five (5) hours without an
13 uninterrupted meal period of not less than thirty (30) minutes.

14 78. During the relevant time period, Plaintiff and the other class members, who
15 were scheduled to work in excess of six (6) hours, were required to work more than five (5)
16 hours without an uninterrupted meal period of not less than thirty (30) minutes.

17 79. During the relevant time period, Defendants intentionally and willfully required
18 Plaintiff and the other class members to work during meal periods and failed to compensate
19 them the full meal period premium for work performed during meal periods.

20 80. During the relevant time period, Defendants failed to pay Plaintiff and the other
21 class members the full meal period premium due pursuant to California Labor Code section
22 226.7.

23 81. Defendants' conduct violates applicable IWC Wage Order and California Labor
24 Code sections 226.7 and 512(a).

25 82. Pursuant to applicable IWC Wage Order and California Labor Code section
26 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
27 additional hour of pay at the employees' regular rate of compensation for each work day that a
28 meal or rest period is not provided.

1 ///

2 **THIRD CAUSE OF ACTION**

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

4 **(Against OWENS & MINOR DISTRIBUTION, INC. and DOES 1 through 100)**

5 83. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 82, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 84. At all times herein set forth, the applicable IWC Wage Order and California
9 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
10 employment by Defendants.

11 85. At all relevant times, California Labor Code section 226.7 provides that no
12 employer shall require an employee to work during any rest period mandated by the applicable
13 IWC Wage Order.

14 86. At all relevant times, the applicable IWC Wage Order provides that "[e]very
15 employer shall authorize and permit all employees to take rest periods, which insofar as
16 practicable shall be in the middle of each work period" and that the "rest period time shall be
17 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
18 hours or major fraction thereof" unless the total daily work time is less than three and one-half
19 (3 ½) hours.

20 87. During the relevant time period, Defendants failed to authorize and provide
21 Plaintiff and the other class members with rest periods for every major fraction of four hours
22 worked; i.e., Defendant failed to provide first rest periods for shifts of 3.5 hours, failed to
23 provide second rest periods for shifts exceeding 6.0 hours, failed to provide third rest periods for
24 shifts exceeding 10.0 hours, and so on.

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

28 89. During the relevant time period, Defendants willfully required Plaintiff and the

1 other class members to work during rest periods and failed to pay Plaintiff and the other class
2 members the full rest period premium for work performed during rest periods.

3 90. During the relevant time period, Defendants failed to pay Plaintiff and the other
4 class members the full rest period premium due pursuant to California Labor Code section
5 226.7.

6 91. Defendants' conduct violates applicable IWC Wage Orders and California
7 Labor Code section 226.7.

8 92. Pursuant to the applicable IWC Wage Orders and California Labor Code section
9 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
10 additional hour of pay at the employees' regular hourly rate of compensation for each work
11 day that a rest period was not provided.

12 **FOURTH CAUSE OF ACTION**

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

14 **(Against OWENS & MINOR DISTRIBUTION, INC. and DOES 1 through 100)**

15 93. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 92, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 94. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
19 provide that employees must be paid at least minimum wage, and any lesser payment than the
20 fixed minimum is unlawful.

21 95. During the relevant time period, Defendants failed to pay minimum wage to
22 Plaintiff and the other class members as required, pursuant to California Labor Code sections
23 1194, 1197, and 1197.1.

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

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

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

FIFTH CAUSE OF ACTION

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

(Against OWENS & MINOR DISTRIBUTION, INC. and DOES 1 through 100)

99. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 98, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

102. Defendants' failure to pay Plaintiff and the other class members their earned and unpaid wages within seventy-two (72) hours of their leaving Defendants' employ is in violation of California Labor Code sections 201 and 202.

103. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with sections 201 and 202, then the wages of the employee

1 shall continue as a penalty from the due date thereof at the same rate until paid or until an
2 action is commenced; however, the wages shall not continue for more than thirty (30) days.

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

6 **SIXTH CAUSE OF ACTION**

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

8 **(Against OWENS & MINOR DISTRIBUTION, INC. and DOES 1 through 100)**

9 105. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 104, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 106. 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 first and fifteenth day, inclusive
14 of any calendar month, other than those wages due upon termination of an employee, are due
15 and payable between the sixteenth and twenty-sixth day of the month during which the labor
16 was performed.

17 107. 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 sixteenth and the last day,
19 inclusive of any calendar month, other than those wages due upon termination of an employee,
20 are due and payable between the first and tenth day of the following month.

21 108. 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.

24 109. 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.

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

1 ///

2 **SEVENTH CAUSE OF ACTION**

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

4 **(Against OWENS & MINOR DISTRIBUTION, INC. and DOES 1 through 100)**

5 111. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 110, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

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

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

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

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

5 116. Plaintiff and the other class members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with California Labor
7 Code section 226(a) or an aggregate penalty not exceeding \$4,000 per employee.

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

10 **EIGHTH CAUSE OF ACTION**

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

12 **(Against OWENS & MINOR DISTRIBUTION, INC. and DOES 1 through 100)**

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

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

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

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

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

5 **NINTH CAUSE OF ACTION**

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

7 **(Against OWENS & MINOR DISTRIBUTION, INC. and DOES 1 through 100)**

8 123. 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.

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

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

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

19 127. Plaintiff and the other class members are entitled to recover from Defendants
20 their business-related expenses and costs incurred during the course and scope of their
21 employment, plus interest accrued from the date on which the employee incurred the necessary
22 expenditures at the same rate as judgments in civil actions in the State of California.

23 **TENTH CAUSE OF ACTION**

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

25 **(Against OWENS & MINOR DISTRIBUTION, INC. and DOES 1 through 100)**

26 128. Plaintiff incorporates by reference the allegations contained in paragraphs 1
27 through 127, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

1 129. Defendants' conduct, as alleged herein, has been and continues to be unfair,
2 unlawful, and harmful to Plaintiff, other class members, to the general public, and Defendants'
3 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
4 interest within the meaning of Code of Civil Procedure section 1021.5.

5 130. Defendants' activities, as alleged herein, are violations of California law and
6 constitute unlawful business acts and practices in violation of California Business &
7 Professions Code section 17200, et seq.

8 131. A violation of California Business & Professions Code section 17200, et seq.
9 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
10 policies and practices of requiring employees, including Plaintiff and the other class members,
11 to work overtime without paying them proper compensation violate California Labor Code
12 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
13 employees, including Plaintiff and the other class members, to work through their meal and
14 rest periods without paying them proper compensation violate California Labor Code sections
15 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
16 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
17 practices of failing to timely pay wages to Plaintiff and the other class members violate
18 California Labor Code sections 201, 202, and 204. Defendants also violated California Labor
19 Code sections 226(a), 1174(d), 2800, and 2802.

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

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

25 134. Pursuant to California Business & Professions Code section 17200, et seq.,
26 Plaintiff and the other class members are entitled to restitution of the wages withheld and
27 retained by Defendants during a period that commences four years preceding the filing of this
28 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 OWENS & MINOR DISTRIBUTION, INC. and DOES 1 through 100)

135. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 134, and each and every part thereof with the same force and effect as though fully set forth herein.

136. 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.

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

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

Failure to Pay Overtime

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

Failure to Provide Meal Periods

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

Failure to Provide Rest Periods

1 141. Defendants' failure to provide legally required rest periods to Plaintiff and the
2 other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation
3 of California Labor Code section 226.7.

4 **Failure to Pay Minimum Wages**

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

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

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

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

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

16 **Failure to Provide Complete and Accurate Wage Statements**

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

20 **Failure to Keep Complete and Accurate Payroll Records**

21 146. Defendants' failure to keep complete and accurate payroll records relating to
22 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
23 1174(d) constitutes a violation of California Labor Code section 1174(d).

24 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

25 147. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
26 necessary business-related expenses and costs in accordance with California Labor Code
27 sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and
28 2802.

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

- 6 a. Penalties under California Labor Code section 2699(f) in the amount of
7 one hundred dollars (\$100) for each aggrieved employee per pay period or
8 two hundred dollars (\$200) for each aggrieved employee per pay period
9 for each violation where there has been a prior finding or determination
10 that Defendants' policies or practices were unlawful or where Defendants'
11 conduct was malicious, fraudulent, or oppressive;
- 12 b. Penalties under California Code of Regulations Title 8 section 11010 et
13 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
14 pay period for the initial violation, and one hundred dollars (\$100) for
15 each aggrieved employee per pay period for each subsequent violation;
- 16 c. Penalties under California Labor Code section 210 in addition to, and
17 entirely independent and apart from, any other penalty provided in the
18 California Labor Code in the amount of one hundred dollars (\$100) for
19 each aggrieved employee per pay period for the initial violation, and two
20 hundred dollars (\$200) for each aggrieved employee per pay period for
21 each subsequent violation; and
- 22 d. Any and all additional penalties and sums as provided by the California
23 Labor Code and/or other statutes.

24 149. Pursuant to California Labor Code section 2699(m), civil penalties recovered by
25 aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for
26 the enforcement of labor laws and education of employers and employees about Labor Code
27 sections 210, 218.5, 2699, and any other applicable statute.

28 **DEMAND FOR JURY TRIAL**

1 Plaintiff, individually, and on behalf of other members of the general public similarly
2 situated, and on behalf of other aggrieved employees pursuant to the California Private
3 Attorneys General Act, requests a trial by jury.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
6 public similarly situated, and on behalf of other aggrieved employees pursuant to the
7 California Private Attorneys General Act, prays for relief and judgment against Defendants,
8 jointly and severally, as follows:

9 **Class Certification**

- 10 1. That this action be certified as a class action;
11 2. That Plaintiff be appointed as the representative of the Class;
12 3. That counsel for Plaintiff be appointed as Class Counsel; and
13 4. That Defendants provide to Class Counsel immediately the names and most
14 current/last known contact information (address, e-mail, and telephone numbers) of all class
15 members.

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

- 17 5. That the Court declare, adjudge, and decree that Defendants violated California
18 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
19 all overtime wages due to Plaintiff and the other class members;
20 6. For general unpaid wages at overtime wage rates and such general and special
21 damages as may be appropriate;
22 7. For pre-judgment interest on any unpaid overtime compensation commencing
23 from the date such amounts were due;
24 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
25 California Labor Code section 1194; and
26 9. For such other and further relief as the Court may deem just and proper.

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

- 28 10. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
2 provide all meal periods (including second meal periods) to Plaintiff and the other class
3 members;

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

7 12. For all actual, consequential, and incidental losses and damages, according to
8 proof;

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

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

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

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

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

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

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

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

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

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

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

27 **As to the Fourth Cause of Action**

28 23. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
2 Plaintiff and the other class members;

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

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

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

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

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

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

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

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

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

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

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

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

26 ///

27 **As to the Sixth Cause of Action**

28 35. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
2 by California Labor Code section 204 to Plaintiff and the other class members;

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

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

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

8 **As to the Seventh Cause of Action**

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

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

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

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

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

19 **As to the Eighth Cause of Action**

20 44. That the Court declare, adjudge, and decree that Defendants violated California
21 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
22 for Plaintiff and the other class members as required by California Labor Code section
23 1174(d);

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

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

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

28 **As to the Ninth Cause of Action**

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

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

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

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

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

10 **As to the Tenth Cause of Action**

11 53. That the Court declare, adjudge, and decree that Defendants violated California
12 Business and Professions Code section 17200, et seq. by failing to provide Plaintiff and the
13 other class members all overtime compensation due to them, failing to provide all meal and
14 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
15 Plaintiff and the other class members, failing to timely pay Plaintiff's and the other class
16 members' wages, failing to provide Plaintiff and other class members with complete and
17 accurate wage statements, failing to keep complete and accurate payroll records, and failing to
18 reimburse Plaintiff and the other class members for necessary business-related expenses and
19 costs.

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

22 55. For the appointment of a receiver to receive, manage, and distribute any and all
23 funds disgorged from Defendants and determined to have been wrongfully acquired by
24 Defendants as a result of violating California Business and Professions Code section 17200, et
25 seq.;

26 ///

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

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

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

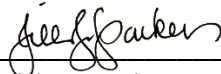
4 **As to the Eleventh Cause of Action**

5 59. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (k)
6 and 558, plus costs/expenses, and attorneys' fees for violation of California Labor Code
7 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
8 2800, and 2802; and

9 60. For such other and further relief as the Court may deem equitable and
10 appropriate.

11 Dated: August 10, 2026

12 **PARKER & MINNE, LLP.**

13
14 By: 
15 Jill. J. Parker
16 *Attorneys for Plaintiff*
17
18
19
20
21
22
23
24
25
26
27
28