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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

NICOLE FRITCH, on behalf of the State of California,
as a private attorney general,

Plaintiff,

vs.

THE COCA-COLA COMPANY, a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. Case No. 30-2023-01313737-CU-OE-CXC

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT FOR:**

1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §§
17200, et seq.;

2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code
§§ 1194, 1197 & 1197.1;

3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code
§ 510;

4. Failure To Provide Required Meal Periods In Violation Of Cal.
Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order;

5. Failure To Provide Required Rest Periods In Violation Of Cal.
Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order;

6. Failure To Provide Accurate Itemized Statements In Violation Of
Cal. Lab. Code § 226;

7. Failure To Reimburse Employees For Required Expenses In
Violation Of Cal. Lab. Code § 2802;

8. Failure To Provide Wages When Due In Violation Of Cal. Lab.
Code §§ 201, 202 And 203;

9. Failure To Pay Sick Pay Wages In Violation Of Cal. Lab Code
§§201-204, 233, 246;

10. Discrimination And Retaliation In Violation Of Feha;

11. Failure To Engage In The Interactive Process In Violation Of
Cal. Gov. Code § 12940(N);

12. Failure To Provide Reasonable Accommodation In Violation Of
Cal. Gov. Code § 12940(M);

13. Wrongful Termination In Violation Of Public Policy; And

14. Civil Penalties Pursuant To Labor Code 2699, et. seq. For
Violations Of Labor Code 201, 202, 203, 204 et. seq.,221, 226(a),
226.7, 227.3, 246 et seq., 510, 512, 558(A)(1)(2), 1194, 1197,
1197.1, 1198, 2802, California Code Of Regulations, Title 8,
Section 11040 Subdivisions 5(A)-(B), California Code Of
Regulations, Title 8, Section 1 1070(14) (Failure To Provide
Seating), and the Applicable Wage Order(S).

DEMAND FOR JURY TRIAL

1 Plaintiff Nicole Fritch ("PLAINTIFF"), an individual, on behalf of herself and all other similarly
2 situated current and former employees, as well as an "aggrieved employee" acting as a private attorney
3 general under the Labor Code Private Attorney General Act of 2004, § 2699, et seq. ("PAGA") only,
4 alleges on information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **THE PARTIES**

7 1. The Coca-Cola Company ("DEFENDANT") is a Corporation that at all relevant times
8 mentioned herein conducted and continues to conduct substantial business in the state of California.

9 2. DEFENDANT is an American beverage corporation founded in 1892, best known as the
10 producer of Coca Cola.

11 3. PLAINTIFF was employed by DEFENDANT in California from February of 2020 to February
12 1, 2022 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly
13 basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime
14 wages due for all time worked.

15 4. "Flores" means the class action and PAGA lawsuit Flores v. The Coca-Cola Company, Los
16 Angeles County Superior Court, Case No. 20STCV07230 that resulted in a settlement covering the
17 Flores Settlement Members. PLAINTIFF brings this Class Action on behalf of herself and a California
18 class, defined as all individuals currently or formerly employed by Defendant The Coca-Cola Company
19 ("DEFENDANT") in California and classified as an hourly, non-exempt employee at any time during
20 the period of time from February 1, 2019, through the earlier of preliminary approval or August 3, 2024
21 (the "CALIFORNIA CLASS PERIOD"), excluding any Flores Settlement Members who worked from
22 February 1, 2019 to February 23, 2022, and whose employment terminated on or before February 23,
23 2022 and who has not been since rehired by Defendant (the "CALIFORNIA CLASS"). The amount in
24 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
25 (\$5,000,000.00).

26 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA CLASS in order
27 to fully compensate the CALIFORNIA CLASS for their losses incurred during the CALIFORNIA
28 CLASS PERIOD caused by DEFENDANT's policy and practice which failed to lawfully compensate
these employees. DEFENDANT's policy and practice alleged herein was an unlawful, unfair and
deceptive business practice whereby DEFENDANT retained and continues to retain wages due

1 PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF and the other members
2 of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the future,
3 relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been
4 economically injured by DEFENDANT's past and current unlawful conduct, and all other appropriate
5 legal and equitable relief.

6 6. PLAINTIFF additionally brings this action against DEFENDANT seeking to recover PAGA
7 civil penalties for herself, and on behalf of all current and former aggrieved employees that worked for
8 DEFENDANT.

9 7. California has enacted the PAGA to permit an individual to bring an action on behalf of herself
10 and on behalf of others for PAGA penalties only, which is in part the nature of this action.

11 8. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements
12 and exhaust the administrative procedures under the Private Attorney General Act, brings this
13 Representative Action on behalf of the State of California with respect to herself and all members of
14 the CALIFORNIA CLASS who were employed by Defendant at any time during the period from
15 January 10, 2022 through the earlier of preliminary approval or August 3, 2024 ("PAGA Period"),
16 excluding any Flores Settlement Member who worked from February 1, 2019 to February 23, 2022 and
17 whose employment terminated on or before February 23, 2022 and who has not been since rehired by
18 Defendant The Coca-Cola Company ("AGGRIEVED EMPLOYEES").

19 9. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES, brings this representative
20 action pursuant to Labor Code § 2699, et seq. seeking fixed civil penalties for DEFENDANT's violation
21 of California Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510,
22 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
23 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to
24 Provide Seating), and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all
25 AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, et
26 seq.

27 10. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate
28 or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who
therefore sues these Defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474.
PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does

1 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based
2 upon that information and belief alleges, that the Defendants named in this Complaint, including DOES
3 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings
4 that proximately caused the injuries and damages hereinafter alleged.

5 11. The agents, servants and/or employees of the Defendants and each of them acting on behalf of
6 the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or
7 employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the
8 Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are
9 legally attributable to the other Defendants and all Defendants are jointly and severally liable to
10 PLAINTIFF and the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate
11 result of the conduct of the Defendants' agents, servants and/or employees.

12 THE CONDUCT

13 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to
14 pay PLAINTIFF and CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES for all
15 their time worked, meaning the time during which an employee is subject to the control of an employer,
16 including all the time the employee is suffered or permitted to work. DEFENDANT requires
17 PLAINTIFF and CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES to work
18 without paying them for all the time they are under DEFENDANT's control. Among other things,
19 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be
20 PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments
21 while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a
22 matter of established company policy and procedure, administers a uniform practice of rounding the
23 actual time worked and recorded by PLAINTIFF and CALIFORNIA CLASS Members and the
24 AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their
25 employment, PLAINTIFF and CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES
26 are paid less than they would have been paid had they been paid for actual recorded time rather than
27 "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFF and
28 CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES to perform work off the clock
that DEFENDANT, as a condition of employment, required these employees to submit to mandatory
temperature checks and symptom questionnaires for COVID-19 screening prior to clocking into
DEFENDANT's timekeeping system for the workday. As a result, PLAINTIFF and other

1 CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES forfeit minimum wage,
2 overtime wage compensation, and off-duty meal breaks by working without their time being correctly
3 recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to
4 pay PLAINTIFF and the AGGRIEVED EMPLOYEES and other CALIFORNIA CLASS Members for
all time worked, is evidenced by DEFENDANT's business records.

5 13. State and federal law provides that employees must be paid overtime and meal and rest break
6 premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and other CALIFORNIA
7 CLASS Members and the AGGRIEVED EMPLOYEES are compensated at an hourly rate plus
8 incentive pay that is tied to specific elements of an employee's performance.

9 14. The second component of PLAINTIFF's and other CALIFORNIA CLASS Members' and the
10 AGGRIEVED EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program
11 that paid PLAINTIFF and other CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES
12 incentive wages based on their performance for DEFENDANT. The non-discretionary incentive
13 program provided all employees paid on an hourly basis with incentive compensation when the
14 employees met the various performance goals set by DEFENDANT. However, when calculating the
15 regular rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and other
16 CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES, DEFENDANT failed to
17 include the incentive compensation as part of the employees' "regular rate of pay" for purposes of
18 calculating overtime pay and meal and rest break premium pay. Management and supervisors described
19 the incentive program to potential and new employees as part of the compensation package. As a matter
20 of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS Members
21 and the AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to do
22 so has resulted in a underpayment of overtime compensation and meal and rest break premiums to
23 PLAINTIFF and other CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES by
DEFENDANT.

24 15. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS
25 Members and the AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute
26 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
27 CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES were required from time to time
28 to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without
receiving a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and

1 CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES with a second off-duty meal
2 period for some workdays in which these employees were required by DEFENDANT to work ten (10)
3 hours of work. DEFENDANT also engaged in the practice of rounding the meal period times to avoid
4 paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members and the AGGRIEVED
5 EMPLOYEES. PLAINTIFF and other members of the CALIFORNIA CLASS and the AGGRIEVED
6 EMPLOYEES therefore forfeit meal breaks without additional compensation and in accordance with
7 DEFENDANT's corporate policy and practice.

8 16. During the CALIFORNIA CLASS PERIOD and PAGA PERIOD, PLAINTIFF and other
9 CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES were also required from time
10 to time to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further,
11 these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked
12 of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10)
13 minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
14 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more
15 from time to time. PLAINTIFF and other CALIFORNIA CLASS Members and the AGGRIEVED
16 EMPLOYEES were also not provided with one hour wages in lieu thereof. Additionally, the applicable
17 California Wage Order requires employers to provide employees with off-duty rest periods, which the
18 California Supreme Court defined as time during which an employee is relieved from all work related
19 duties and free from employer control. In so doing, the Court held that the requirement under California
20 law that employers authorize and permit all employees to take rest period means that employers must
21 relieve employees of all duties and relinquish control over how employees spend their time which
22 includes control over the locations where employees may take their rest period. Employers cannot
23 impose controls that prohibit an employee from taking a brief walk - five minutes out, five minutes
24 back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA CLASS Members
25 and the AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on
26 DEFENDANT's rule which states PLAINTIFF and other CALIFORNIA CLASS Members and the
27 AGGRIEVED EMPLOYEES cannot leave the work premises during their rest period.

28 17. During the CALIFORNIA CLASS PERIOD and PAGA PERIOD, DEFENDANT failed to
accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members and the
AGGRIEVED EMPLOYEES for the actual amount of time these employees worked. Pursuant to the
Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and

1 other CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES for all time worked,
2 meaning the time during which an employee was subject to the control of an employer, including all
3 the time the employee was permitted or suffered to permit this work. DEFENDANT required these
4 employees to work off the clock without paying them for all the time they were under DEFENDANT's
5 control. As such, DEFENDANT knew or should have known that PLAINTIFF and the other members
6 of the CALIFORNIA CLASS and the AGGRIEVED EMPLOYEES were under compensated for all
7 time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members and the
8 AGGRIEVED EMPLOYEES forfeited time worked by working without their time being accurately
9 recorded and without compensation at the applicable minimum wage and overtime wage rates. To the
10 extent that the time worked off the clock does not qualify for overtime premium payment,
11 DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab.
12 Code §§ 1194, 1197, and 1197.1.

13 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the other members
14 of the CALIFORNIA CLASS and the AGGRIEVED EMPLOYEES with complete and accurate wage
15 statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
16 Code § 226 provides that every employer shall furnish each of his or her employees with an accurate
17 itemized wage statement in writing showing, among other things, gross wages earned and all applicable
18 hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly
19 rate. PLAINTIFF and CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES were
20 paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during
21 the pay period and the total hours worked, and the applicable pay period in which the wages were
22 earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT
23 provided to PLAINTIFF and other CALIFORNIA CLASS Members and the AGGRIEVED
24 EMPLOYEES failed to identify such information. More specifically, the wage statements failed to
25 identify the accurate total hours worked each pay period. When the hours shown on the wage
26 statements were added up, they did not equal the actual total hours worked during the pay period in
27 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
28 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the requirements
under California Labor Code 226 et seq. As a result, DEFENDANT from time to time provided
PLAINTIFF and the other members of the CALIFORNIA CLASS and the AGGRIEVED EMPLOYEES
with wage statements which violated Cal. Lab. Code § 226.

1 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed satisfied by
2 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
3 seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210 provides:

4 [I]n addition to, and entirely independent and apart from, any other penalty provided
5 in this article, every person who fails to pay the wages of each employee as
6 provided in Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For
any initial violation, one hundred dollars (\$100) for each failure to pay each employee;
7 (2) For each subsequent violation, or any willful or intentional violation, two hundred
dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

8 20. DEFENDANT from time to time failed to pay PLAINTIFF and members of the CALIFORNIA
9 LABOR SUB-CLASS (as defined below) Members and the AGGRIEVED EMPLOYEES within seven
10 (7) days of the close of the payroll period in accordance with Cal. Lab. Code § 204(d), including but
11 not limited to for the "Hourly" regular wage payments.

12 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and other CALIFORNIA CLASS
13 Members and the AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay
14 in violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt employees
15 earn non-discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
16 underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS Members and the AGGRIEVED
EMPLOYEES at their base rates of pay.

17 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt employees be
18 calculated by dividing the employee's total wages, not including overtime premium pay, by the
19 employee's total hours worked in the full pay periods of the prior 90 days of employment.

20 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at the regular rate
21 of pay. PLAINTIFF and CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES
22 routinely earned non-discretionary incentive wages which increased their regular rate of pay. However,
23 when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and members of the
24 CALIFORNIA CLASS and the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular
25 rate of pay, as required under Cal. Lab. Code Section 246.

26 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and other members
27 of the CALIFORNIA CLASS and the AGGRIEVED EMPLOYEES their correct wages and accordingly
28 owe waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed

1 and believes and based thereon alleges that such failure to pay sick pay at regular rate was willful, such
2 that PLAINTIFF and members of the CALIFORNIA CLASS and the AGGRIEVED EMPLOYEES
3 whose employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
4 Sections 201-203.

5 25. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer to collect or
6 receive from an employee any part of wages theretofore paid by said employer to said employee."
7 DEFENDANT failed to pay all compensation due to PLAINTIFF and other CALIFORNIA LABOR
8 SUB-CLASS (as defined below) Members and the AGGRIEVED EMPLOYEES, made unlawful
9 deductions from compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
10 Members and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the deductions from
11 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members and the
12 AGGRIEVED EMPLOYEES, and thereby failed to pay these employees all wages due at each
13 applicable pay period and upon termination. PLAINTIFF and members of the CALIFORNIA LABOR
14 SUB-CLASS seek recovery of all illegal deductions from wages according to proof, related penalties,
15 interest, attorney fees and costs.

16 26. DEFENDANT intentionally and knowingly failed to reimburse and indemnify PLAINTIFF and
17 the other CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES for required business
18 expenses incurred by the PLAINTIFF and other CALIFORNIA CLASS Members and the
19 AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf of
20 DEFENDANT. Under California Labor Code Section 2802, employers are required to indemnify
21 employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code §
22 2802 expressly states that "an employer shall indemnify his or her employee for all necessary
23 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
24 duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the
25 employee, at the time of obeying the directions, believed them to be unlawful."

26 27. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS Members and
27 the AGGRIEVED EMPLOYEES as a business expense, were required by DEFENDANT to use their
28 own personal cellular phones as a result of and in furtherance of their job duties as employees for
DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated with
the use of their personal cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFF and
other CALIFORNIA CLASS Members and the AGGRIEVED EMPLOYEES were required by

1 DEFENDANT to use their personal cellular phones. As a result, in the course of their employment with
2 DEFENDANT, PLAINTIFF and other members of the CALIFORNIA CLASS and the AGGRIEVED
3 EMPLOYEES incurred unreimbursed business expenses which included, but were not limited to, costs
4 related to the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

5 28. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally required off-duty
6 meal and rest breaks to PLAINTIFF as required by the applicable Wage Order and Labor Code and
7 failed to pay PLAINTIFF all minimum and overtime wages due to PLAINTIFF. DEFENDANT did not
8 have a policy or practice which provided timely off-duty meal and rest breaks to PLAINTIFF and also
9 failed to compensate PLAINTIFF for PLAINTIFF's missed meal and rest breaks. The nature of the work
10 performed by the PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's
11 duties for the legally required off-duty meal periods. As a result, DEFENDANT's failure to provide
12 PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's business records.

13 29. Furthermore, PLAINTIFF went on protected leave for her worsening stress and anxiety caused
14 by DEFENDANT's workplace condition in June of 2021. Furthermore, the continuous stress from work
15 caused PLAINTIFF to feel afraid of going into work. In retaliation for taking the protected leave,
16 DEFENDANT terminated PLAINTIFF's employment on February 4, 2022. DEFENDANT's decision
17 and real motivation to terminate PLAINTIFF was in retaliation for PLAINTIFF for taking the protected
18 leave for her worsening stress condition.

19 30. Prior to filing this action, PLAINTIFF exhausted her administrative remedies by filing a timely
20 administrative complaint with the Department of Fair Employment and Housing ("DFEH") and received
21 a DFEH right-to-sue letter on January 10, 2023.

22 31. In violation of the applicable sections of the California Labor Code and the requirements of the
23 applicable Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of company
24 policy, practice and procedure, intentionally, knowingly and systematically failed to provide
25 PLAINTIFF and the other AGGRIEVED EMPLOYEES suitable seating when the nature of these
26 employees' work reasonably permitted sitting.

27 32. DEFENDANT knew or should have known that PLAINTIFF and other AGGRIEVED
28 EMPLOYEES were entitled to suitable seating and/or were entitled to sit when it did not interfere with
the performance of their duties, and that DEFENDANT did not provide suitable seating and/or did not
allow them to sit when it did not interfere with the performance of their duties.

1 33. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED EMPLOYEES,
2 DEFENDANT violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by
3 failing to provide suitable seats. PLAINTIFF seeks penalties on behalf of PLAINTIFF and other
4 AGGRIEVED EMPLOYEES as provided herein. Providing suitable seating is the DEFENDANT's
5 burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this burden,
6 DEFENDANT violated the California Labor Code and regulations promulgated thereunder as herein
alleged.

7 34. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has terminated and
8 DEFENDANT has not tendered payment of all wages owed as required by law. Additionally, at all
9 times during the term of PLAINTIFF's employment with DEFENDANT, PLAINTIFF and other
10 AGGRIEVED EMPLOYEES earned and accrued vested vacation and holiday time on the date of their
11 termination pursuant to DEFENDANT's uniform vacation policies and applicable California law. The
12 amount of vacation pay PLAINTIFF and the other AGGRIEVED EMPLOYEES earned and
13 accumulated is evidenced by DEFENDANT's business records. Additionally, DEFENDANT also
14 underpaid accrued vested vacation wages to PLAINTIFF and other AGGRIEVED EMPLOYEES by
15 failing to pay such wages at the regular rate of pay and more specifically the final rate of pay that
16 included all non-discretionary incentive compensation. Rather than pay vacation wages at the regular
17 rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFF and other AGGRIEVED
18 EMPLOYEES at their base rates of pay, instead of including all of PLAINTIFF's and other
19 AGGRIEVED EMPLOYEES' non-discretionary incentive compensation into the vacation wage
20 payment calculations. DEFENDANT failed to specify in DEFENDANT's written vacation policy the
21 rate at which PLAINTIFF and other AGGRIEVED EMPLOYEES would be paid vacation upon leaving
22 employment with DEFENDANT. As a result of DEFENDANT's unlawful practice, policy and
23 procedure to deny paying the PLAINTIFF and other AGGRIEVED EMPLOYEES all of their vested
24 vacation and holiday time, DEFENDANT failed to pay the PLAINTIFF and other AGGRIEVED
25 EMPLOYEES all vested vacation time as wages due upon employment termination, in violation of the
26 California Labor Code, Sections 201, 202, 203 and 227.3. Similarly, DEFENDANT underpaid waiting
27 time penalties to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates of pay, instead
28 of including all of PLAINTIFF's and other AGGRIEVED EMPLOYEES' non-discretionary
compensation into the waiting time penalty calculations. This failure by DEFENDANT is believed to
be the result of DEFENDANT's unlawful, unfair and deceptive refusal to provide compensation for

1 earned, accrued and vested vacation and holiday time, as well as the corresponding waiting time
2 penalties that were paid. DEFENDANT perpetrated this unlawful, unfair and deceptive practice to the
3 detriment of PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANT's uniform practice
4 and policy of failing to pay the AGGRIEVED EMPLOYEES for all vested vacation and holiday time
5 accumulated at employment termination violated and continues to violate Section 227.3 of the
6 California Labor Code.

7 35. All of the conduct and violations alleged herein occurred during the PAGA PERIOD. To the
8 extent that any of the conduct and violations alleged herein did not affect PLAINTIFF during the PAGA
9 PERIOD, PLAINTIFF seeks penalties for those violations that affected the AGGRIEVED
10 EMPLOYEES pursuant to Carrington v. Starbucks Corp. 2018 AJDAR 12157 (Certified for Publication
11 12/19/18).

12 **JURISDICTION AND VENUE**

13 36. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure,
14 Section 410.10 and California Business & Professions Code, Section 17203. This action is brought as
15 a Class Action on behalf of PLAINTIFF and similarly situated employees of DEFENDANT pursuant
16 to Cal. Code of Civ. Proc. § 382.

17 37. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and
18 395.5, because PLAINTIFF worked in this County for DEFENDANT and DEFENDANT (i) currently
19 maintains and at all relevant times maintained offices and facilities in this County and/or conducts
20 substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this
21 County against members of the CALIFORNIA CLASS and other AGGRIEVED EMPLOYEES.

22 **THE CALIFORNIA CLASS**

23 38. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive Business
24 Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, et seq. (the "UCL") as a Class Action, pursuant
25 to Cal. Code of Civ. Proc. § 382, on behalf of a California Class as defined above. The amount in
26 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
27 (\$5,000,000.00).

28 39. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against
DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

1 40. DEFENDANT, as a matter of company policy, practice and procedure, and in violation of the
2 applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the
3 applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice
4 whereby DEFENDANT failed to record all meal and rest breaks missed by PLAINTIFF and other
5 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required
6 employees to perform this work and permits or suffers to permit this work.

7 41. DEFENDANT has the legal burden to establish that each and every CALIFORNIA CLASS
8 Member was paid accurately for all meal and rest breaks missed as required by California laws. The
9 DEFENDANT, however, as a matter of policy and procedure failed to have in place during the
10 CALIFORNIA CLASS PERIOD and still fails to have in place a policy or practice to ensure that each
11 and every CALIFORNIA CLASS Member is paid as required by law. This common business practice
12 is applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis
13 as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, et seq. (the
14 "UCL") as causation, damages, and reliance are not elements of this claim.

15 42. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA CLASS Members
16 is impracticable.

17 43. DEFENDANT violated the rights of the CALIFORNIA CLASS under California law by:

18 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof. Code §§
19 17200, et seq. (the "UCL"), by unlawfully, unfairly and/or deceptively having in place company
20 policies, practices and procedures that failed to record and pay PLAINTIFF and the other
21 members of the CALIFORNIA CLASS for all time worked, including minimum wages owed
22 and overtime wages owed for work performed by these employees; and,

23 (b) Committing an act of unfair competition in violation of the UCL, by failing to provide
24 the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required
25 meal and rest periods.

26 44. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set
27 forth in Cal. Code of Civ. Proc. § 382, in that:
28

1 (a) The persons who comprise the CALIFORNIA CLASS are so numerous that the joinder
2 of all such persons is impracticable and the disposition of their claims as a class will benefit the
3 parties and the Court;

4 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised
5 in this Complaint are common to the CALIFORNIA CLASS and will apply to every member
6 of the CALIFORNIA CLASS;

7 (c) The claims of the representative PLAINTIFF are typical of the claims of each member
8 of the CALIFORNIA CLASS. PLAINTIFF, like all the other members of the CALIFORNIA
9 CLASS, was classified as a non-exempt employee paid on an hourly basis who was subjected
10 to the DEFENDANT's deceptive practice and policy which failed to provide the legally required
11 meal and rest periods to the CALIFORNIA CLASS and thereby underpaid compensation to
12 PLAINTIFF and CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a result of
13 DEFENDANT's employment practices. PLAINTIFF and the members of the CALIFORNIA
14 CLASS were and are similarly or identically harmed by the same unlawful, deceptive and unfair
misconduct engaged in by DEFENDANT; and,

15 (d) The representative PLAINTIFF will fairly and adequately represent and protect the
16 interest of the CALIFORNIA CLASS, and has retained counsel who are competent and
17 experienced in Class Action litigation. There are no material conflicts between the claims of
18 the representative PLAINTIFF and the members of the CALIFORNIA CLASS that would make
19 class certification inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert
20 the claims of all CALIFORNIA CLASS Members.

21 45. In addition to meeting the statutory prerequisites to a Class Action, this action is properly
22 maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

23 (a) Without class certification and determination of declaratory, injunctive, statutory and
24 other legal questions within the class format, prosecution of separate actions by individual
25 members of the CALIFORNIA CLASS will create the risk of:

26 1) Inconsistent or varying adjudications with respect to individual members of
27 the CALIFORNIA CLASS which would establish incompatible standards of conduct
28 for the parties opposing the CALIFORNIA CLASS; and/or,

1 2) Adjudication with respect to individual members of the CALIFORNIA
2 CLASS which would as a practical matter be dispositive of interests of the other
3 members not party to the adjudication or substantially impair or impede their ability
4 to protect their interests.

5 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds
6 generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with
7 respect to the CALIFORNIA CLASS as a whole in that DEFENDANT failed to pay all wages
8 due to members of the CALIFORNIA CLASS as required by law;

9 1) With respect to the First Cause of Action, the final relief on behalf of the
10 CALIFORNIA CLASS sought does not relate exclusively to restitution because
11 through this claim PLAINTIFF seeks declaratory relief holding that the
12 DEFENDANT's policy and practices constitute unfair competition, along with
13 declaratory relief, injunctive relief, and incidental equitable relief as may be
14 necessary to prevent and remedy the conduct declared to constitute unfair
15 competition;

16 (c) Common questions of law and fact exist as to the members of the CALIFORNIA
17 CLASS, with respect to the practices and violations of California law as listed above, and
18 predominate over any question affecting only individual CALIFORNIA CLASS Members, and
19 a Class Action is superior to other available methods for the fair and efficient adjudication of
20 the controversy, including consideration of:

21 1) The interests of the members of the CALIFORNIA CLASS in individually
22 controlling the prosecution or defense of separate actions in that the substantial
23 expense of individual actions will be avoided to recover the relatively small amount
24 of economic losses sustained by the individual CALIFORNIA CLASS Members
25 when compared to the substantial expense and burden of individual prosecution of
26 this litigation;

27 2) Class certification will obviate the need for unduly duplicative litigation that
28 would create the risk of:

1 A. Inconsistent or varying adjudications with respect to individual
2 members of the CALIFORNIA CLASS, which would establish incompatible
3 standards of conduct for the DEFENDANT; and/or,

4 B. Adjudications with respect to individual members of the
5 CALIFORNIA CLASS would as a practical matter be dispositive of the
6 interests of the other members not parties to the adjudication or substantially
7 impair or impede their ability to protect their interests;

8
9 3) In the context of wage litigation because a substantial number of individual
10 CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of
11 retaliation by DEFENDANT, which may adversely affect an individual's job with
12 DEFENDANT or with a subsequent employer, the Class Action is the only means
13 to assert their claims through a representative; and,

14 4) A class action is superior to other available methods for the fair and efficient
15 adjudication of this litigation because class treatment will obviate the need for unduly
16 and unnecessary duplicative litigation that is likely to result in the absence of
17 certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

18 46. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code
19 of Civ. Proc. § 382 because:

20 (a) The questions of law and fact common to the CALIFORNIA CLASS predominate over
21 any question affecting only individual CALIFORNIA CLASS Members because the
22 DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;

23 (b) A Class Action is superior to any other available method for the fair and efficient
24 adjudication of the claims of the members of the CALIFORNIA CLASS because in the context
25 of employment litigation a substantial number of individual CALIFORNIA CLASS Members
26 will avoid asserting their rights individually out of fear of retaliation or adverse impact on their
27 employment;

1 (c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to
2 bring all members of the CALIFORNIA CLASS before the Court;

3 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to obtain
4 effective and economic legal redress unless the action is maintained as a Class Action;

5 (e) There is a community of interest in obtaining appropriate legal and equitable relief for
6 the acts of unfair competition, statutory violations and other improprieties, and in obtaining
7 adequate compensation for the damages and injuries which DEFENDANT's actions have
8 inflicted upon the CALIFORNIA CLASS;

9 (f) There is a community of interest in ensuring that the combined assets of DEFENDANT
10 are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the
11 injuries sustained;

12 (g) DEFENDANT has acted or refused to act on grounds generally applicable to the
13 CALIFORNIA CLASS, thereby making final class-wide relief appropriate with respect to the
14 CALIFORNIA CLASS as a whole;

15 (h) The members of the CALIFORNIA CLASS are readily ascertainable from the business
16 records of DEFENDANT; and,

17 (i) Class treatment provides manageable judicial treatment calculated to bring an efficient
18 and rapid conclusion to all litigation of all wage and hour related claims arising out of the
19 conduct of DEFENDANT as to the members of the CALIFORNIA CLASS.

20 47. DEFENDANT maintains records from which the Court can ascertain and identify by job title
21 each of DEFENDANT's employees who have been intentionally subjected to DEFENDANT's company
22 policy, practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint
23 to include any additional job titles of similarly situated employees when they have been identified.

24
25 **THE CALIFORNIA LABOR SUB-CLASS**

26 48. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth
27 causes Action on behalf of a California sub-class, defined as all individuals currently or formerly
28 employed by DEFENDANT in California and classified as an hourly, non-exempt employee at any time
during the period from February 1, 2019, through the earlier of preliminary approval or August 3, 2024,

1 (the "CALIFORNIA LABOR SUB-CLASS PERIOD"), excluding any Flores Settlement Member who
2 worked from February 1, 2019 to February 23, 2022 and whose employment terminated on or before
3 February 23, 2022 and who has not been since rehired by DEFENDANT The Coca-Cola Company
4 ("CALIFORNIA LABOR SUB-CLASS"), pursuant to Cal. Code of Civ. Proc. § 382. The amount in
5 controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five
6 million dollars (\$5,000,000.00).

7 49. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare Commission
8 ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally,
9 knowingly, and willfully, engaged in a practice whereby DEFENDANT failed to correctly calculate
10 compensation for the time worked by PLAINTIFF and the other members of the CALIFORNIA
11 LABOR SUB-CLASS and reporting time wages owed to these employees, even though DEFENDANT
12 enjoyed the benefit of this work, required employees to perform this work and permitted or suffered to
13 permit this work. DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members
14 wages to which these employees are entitled in order to unfairly cheat the competition and unlawfully
15 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
16 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be
17 adjusted accordingly.

18 50. DEFENDANT maintains records from which the Court can ascertain and identify by name and
19 job title, each of DEFENDANT's employees who have been intentionally subjected to DEFENDANT's
20 company policy, practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the
21 complaint to include any additional job titles of similarly situated employees when they have been
22 identified.

23 51. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all CALIFORNIA
24 LABOR SUB-CLASS Members is impracticable.

25 52. Common questions of law and fact exist as to members of the CALIFORNIA LABOR
26 SUB-CLASS, including, but not limited, to the following:

- 27 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
28 compensation due to members of the CALIFORNIA LABOR SUB-CLASS for missed meal
and rest breaks in violation of the California Labor Code and California regulations and the
applicable California Wage Order;

1 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other members of
2 the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage statements;

3 (c) Whether DEFENDANT has engaged in unfair competition by the above listed
4 conduct;

5 (d) The proper measure of damages and penalties owed to the members of the
6 CALIFORNIA LABOR SUB-CLASS; and,

7 (e) Whether DEFENDANT's conduct was willful.

8
9 53. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS under California
10 law by:

11 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFF and the
12 members of the CALIFORNIA LABOR SUB-CLASS all wages due for overtime worked,
13 for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;

14 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 et seq., by failing to accurately pay
15 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct
16 minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194
17 and 1197;

18 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members
19 of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing
20 showing the corresponding correct amount of wages earned by the employee;

21 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the
22 other members of the CALIFORNIA LABOR SUB-CLASS with all legally required
23 off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty rest
24 breaks;

25 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an
26 employee is discharged or quits from employment, the employer must pay the employee all
27 wages due without abatement, by failing to tender full payment and/or restitution of wages
28 owed or in the manner required by California law to the members of the CALIFORNIA
LABOR SUB-CLASS who have terminated their employment; and,

1 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the
2 CALIFORNIA LABOR SUB-CLASS members with necessary expenses incurred in the
3 discharge of their job duties.

4 54. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set
5 forth in Cal. Code of Civ. Proc. § 382, in that:

6 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so
7 numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is
8 impracticable and the disposition of their claims as a class will benefit the parties and the
9 Court;

10 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
11 raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will
12 apply to every member of the CALIFORNIA LABOR SUB-CLASS;

13 (c) The claims of the representative PLAINTIFF are typical of the claims of each
14 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other
15 members of the CALIFORNIA LABOR SUB-CLASS, was a non-exempt employee paid on
16 an hourly basis who was subjected to the DEFENDANT's practice and policy which failed
17 to pay the correct amount of wages due to the CALIFORNIA LABOR SUB-CLASS.
18 PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices.
19 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS were and are
20 similarly or identically harmed by the same unlawful, deceptive, and unfair misconduct
engaged in by DEFENDANT; and,

21 (d) The representative PLAINTIFF will fairly and adequately represent and protect the
22 interest of the CALIFORNIA LABOR SUB-CLASS, and has retained counsel who are
23 competent and experienced in Class Action litigation. There are no material conflicts
24 between the claims of the representative PLAINTIFF and the members of the CALIFORNIA
25 LABOR SUB-CLASS that would make class certification inappropriate. Counsel for the
26 CALIFORNIA LABOR SUB-CLASS will vigorously assert the claims of all CALIFORNIA
27 LABOR SUB-CLASS Members.
28

1 55. In addition to meeting the statutory prerequisites to a Class Action, this action is properly
2 maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

3 (a) Without class certification and determination of declaratory, injunctive, statutory and
4 other legal questions within the class format, prosecution of separate actions by individual
5 members of the CALIFORNIA LABOR SUB-CLASS will create the risk of:

6 1) Inconsistent or varying adjudications with respect to individual members of
7 the CALIFORNIA LABOR SUB-CLASS which would establish incompatible
8 standards of conduct for the parties opposing the CALIFORNIA LABOR
9 SUB-CLASS; or,

10 2) Adjudication with respect to individual members of the CALIFORNIA
11 LABOR SUB-CLASS which would as a practical matter be dispositive of interests
12 of the other members not party to the adjudication or substantially impair or impede
13 their ability to protect their interests.

14 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused
15 to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making
16 appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
17 whole in that DEFENDANT fails to pay all wages due. Including the correct wages for all
18 time worked by the members of the CALIFORNIA LABOR SUB-CLASS as required by
19 law;

20 (c) Common questions of law and fact predominate as to the members of the
21 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of
22 California Law as listed above, and predominate over any question affecting only individual
23 CALIFORNIA LABOR SUB-CLASS Members, and a Class Action is superior to other
24 available methods for the fair and efficient adjudication of the controversy, including
25 consideration of:

26 1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in
27 individually controlling the prosecution or defense of separate actions in that the
28 substantial expense of individual actions will be avoided to recover the relatively
small amount of economic losses sustained by the individual CALIFORNIA LABOR

1 SUB-CLASS Members when compared to the substantial expense and burden of
2 individual prosecution of this litigation;

3 2) Class certification will obviate the need for unduly duplicative litigation that
4 would create the risk of:

5 A. Inconsistent or varying adjudications with respect to individual
6 members of the CALIFORNIA LABOR SUB-CLASS, which would establish
7 incompatible standards of conduct for the DEFENDANT; and/or,

8 B. Adjudications with respect to individual members of the
9 CALIFORNIA LABOR SUB-CLASS would as a practical matter be
10 dispositive of the interests of the other members not parties to the
11 adjudication or substantially impair or impede their ability to protect their
12 interests;

13 3) In the context of wage litigation because a substantial number of individual
14 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights
15 out of fear of retaliation by DEFENDANT, which may adversely affect an
16 individual's job with DEFENDANT or with a subsequent employer, the Class Action
17 is the only means to assert their claims through a representative; and,

18 4) A class action is superior to other available methods for the fair and efficient
19 adjudication of this litigation because class treatment will obviate the need for unduly
20 and unnecessary duplicative litigation that is likely to result in the absence of
21 certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

22 56. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code
23 of Civ. Proc. § 382 because:

24 (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS
25 predominate over any question affecting only individual CALIFORNIA LABOR
26 SUB-CLASS Members;

27 (b) A Class Action is superior to any other available method for the fair and efficient
28 adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS

1 because in the context of employment litigation a substantial number of individual
2 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights individually
3 out of fear of retaliation or adverse impact on their employment;

4 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it
5 is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS before the
6 Court;

7 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will not
8 be able to obtain effective and economic legal redress unless the action is maintained as a
9 Class Action;

10 (e) There is a community of interest in obtaining appropriate legal and equitable relief
11 for the acts of unfair competition, statutory violations and other improprieties, and in
12 obtaining adequate compensation for the damages and injuries which DEFENDANT's
13 actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;

14 (f) There is a community of interest in ensuring that the combined assets of
15 DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA
16 LABOR SUB-CLASS for the injuries sustained;

17 (g) DEFENDANT has acted or refused to act on grounds generally applicable to the
18 CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief appropriate
19 with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;

20 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable
21 from the business records of DEFENDANT. The CALIFORNIA LABOR SUB-CLASS
22 consists of all CALIFORNIA CLASS Members who worked for DEFENDANT in California
23 at any time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

24 (i) Class treatment provides manageable judicial treatment calculated to bring a efficient
25 and rapid conclusion to all litigation of all wage and hour related claims arising out of the
26 conduct of DEFENDANT as to the members of the CALIFORNIA LABOR SUB-CLASS.

27 ///

1 **FIRST CAUSE OF ACTION**

2 For Unlawful Business Practices

3 [Cal. Bus. And Prof. Code §§ 17200, et seq.]

4 (By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)

5 57. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by
6 this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

7 58. DEFENDANT is a "person" as that term is defined under Cal. Bus. and Prof. Code § 17021.

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

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

18 Cal. Bus. & Prof. Code § 17203.

19 60. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business
20 practice which violates California law, including but not limited to, the applicable Industrial Wage
21 Order(s), the California Code of Regulations and the California Labor Code including Sections 204,
22 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802 and the Fair Labor Standards Act and
23 federal regulations promulgated thereunder, for which this Court should issue declaratory and other
24 equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy
25 the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

26 61. By the conduct alleged herein, DEFENDANT's practices were unlawful and unfair in that these
27 practices violate public policy, were immoral, unethical, oppressive, unscrupulous or substantially
28 injurious to employees, and were without valid justification or utility for which this Court should issue
equitable and injunctive relief pursuant to Section 17203 of the California Business & Professions
Code, including restitution of wages wrongfully withheld.

62. By the conduct alleged herein, DEFENDANT's practices were deceptive and fraudulent in that
DEFENDANT's policy and practice failed to provide the legally mandated meal and rest periods, the

1 required amount of compensation for missed meal and rest periods and overtime and minimum wages
2 owed, failed to timely pay wages, and failed to reimburse all necessary business expenses incurred, and
3 failed to provide Fair Labor Standards Act overtime wages due for overtime worked as a result of
4 failing to include non-discretionary incentive compensation into their regular rates of pay for purposes
5 of computing the proper overtime pay due to a business practice that cannot be justified, pursuant to the
6 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus.
7 Code §§ 17200, et seq., and for which this Court should issue injunctive and equitable relief, pursuant
8 to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

9 63. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair and
10 deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the other members of
11 the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANT.

12 64. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair and
13 deceptive in that DEFENDANT's policies, practices and procedures failed to provide all legally required
14 meal breaks to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.
15 Lab. Code §§ 226.7 and 512.

16 65. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each CALIFORNIA
17 CLASS Member, one (1) hour of pay for each workday in which an off-duty meal period was not timely
18 provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in which a second
19 off-duty meal period was not timely provided for each ten (10) hours of work.

20 66. PLAINTIFF further demands on behalf of herself and each member of the CALIFORNIA
21 LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off duty paid rest period was
22 not timely provided as required by law.

23 67. By and through the unlawful and unfair business practices described herein, DEFENDANT has
24 obtained valuable property, money and services from PLAINTIFF and the other members of the
25 CALIFORNIA CLASS, including earned wages for all time worked, and has deprived them of valuable
26 rights and benefits guaranteed by law and contract, all to the detriment of these employees and to the
27 benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete against competitors who
28 comply with the law.

1 68. All the acts described herein as violations of, among other things, the Industrial Welfare
2 Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were
3 unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were
4 deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal.
5 Bus. & Prof. Code §§ 17200, et seq.

6 69. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do, seek
7 such relief as may be necessary to restore to them the money and property which DEFENDANT has
8 acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been
9 deprived, by means of the above described unlawful and unfair business practices, including earned but
10 unpaid wages for all time worked.

11 70. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to, and
12 do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and that
13 injunctive relief should be issued restraining DEFENDANT from engaging in any unlawful and unfair
14 business practices in the future.

15 71. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or
16 adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT.
17 Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful
18 and unfair business practices described herein, PLAINTIFF and the other members of the
19 CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm
20 unless DEFENDANT is restrained from continuing to engage in these unlawful and unfair business
21 practices.

22 **SECOND CAUSE OF ACTION**

23 For Failure To Pay Minimum Wages

24 [Cal. Lab. Code §§ 1194, 1197 and 1197.1]

25 (By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS

26 and Against All Defendants)

27 72. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB- CLASS, reallege and
28 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

73. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim
for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial

1 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay minimum
2 wages to PLAINTIFF and CALIFORNIA CLASS Members.

3 74. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an
4 employer must timely pay its employees for all hours worked.

5 75. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the commission is
6 the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed
7 in unlawful.

8 76. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including
9 minimum wage compensation and interest thereon, together with the costs of suit.

10 77. DEFENDANT maintained a wage practice of paying PLAINTIFF and the other members of the
11 CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they work. As set
12 forth herein, DEFENDANT's policy and practice was to unlawfully and intentionally deny timely
13 payment of wages due to PLAINTIFF and the other members of the CALIFORNIA LABOR
14 SUB-CLASS.

15 78. DEFENDANT's unlawful wage and hour practices manifested, without limitation, applicable
16 to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a policy and
17 practice that denies accurate compensation to PLAINTIFF and the other members of the CALIFORNIA
18 LABOR SUB-CLASS in regards to minimum wage pay.

19 79. In committing these violations of the California Labor Code, DEFENDANT inaccurately
20 calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFF
21 and other members of the CALIFORNIA LABOR SUB-CLASS. DEFENDANT acted in an illegal
22 attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor
23 Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

24 80. As a direct result of DEFENDANT's unlawful wage practices as alleged herein, PLAINTIFF and
25 the other members of the CALIFORNIA LABOR SUB-CLASS did not receive the correct minimum
26 wage compensation for their time worked for DEFENDANT.

27 81. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT required, permitted
28 or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members to work without paying

1 them for all the time they were under DEFENDANT's control. During the CALIFORNIA LABOR
2 SUB-CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA LABOR
3 SUB-CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all
4 earned wages.

5 82. By virtue of DEFENDANT's unlawful failure to accurately pay all earned compensation to
6 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS for the true time they
7 worked, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS have suffered
8 and will continue to suffer an economic injury in amounts which are presently unknown to them and
9 which will be ascertained according to proof at trial.

10 83. DEFENDANT knew or should have known that PLAINTIFF and the other members of the
11 CALIFORNIA LABOR SUB-CLASS were under compensated for their time worked. DEFENDANT
12 elected, either through intentional malfeasance or gross nonfeasance, to not pay employees for their
13 labor as a matter of company policy, practice and procedure, and DEFENDANT perpetrated this scheme
14 by refusing to pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the
15 correct minimum wages for their time worked.

16 84. In performing the acts and practices herein alleged in violation of California labor laws, and
17 refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for all time worked
18 and provide them with the requisite compensation, DEFENDANT acted and continues to act
19 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
20 CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for their legal rights, or the
21 consequences to them, and with the despicable intent of depriving them of their property and legal
22 rights, and otherwise causing them injury in order to increase company profits at the expense of these
23 employees.

24 85. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS therefore
25 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
26 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California
27 Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined
28 to be owed to the CALIFORNIA LABOR SUB-CLASS Members who have terminated their
employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these
individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties

1 are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
2 conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other
3 CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

4 **THIRD CAUSE OF ACTION**

5 For Failure To Pay Overtime Compensation

6 [Cal. Lab. Code § 510]

7 (By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

8 86. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and
9 incorporate by this reference, as though full set forth herein, the prior paragraphs of this Complaint.

10 87. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim
11 for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
12 Welfare Commission requirements for DEFENDANT's failure to pay these employees for all overtime
13 worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours
14 in a workday, and/or forty (40) hours in any workweek.

15 88. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an
16 employer must timely pay its employees for all hours worked.

17 89. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more
18 than eight (8) hours per workday and more than forty (40) hours per workweek unless they receive
19 additional compensation beyond their regular wages in amounts specified by law.

20 90. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including
21 minimum wage and overtime compensation and interest thereon, together with the costs of suit. Cal.
22 Lab. Code § 1198 further states that the employment of an employee for longer hours than those fixed
23 by the Industrial Welfare Commission is unlawful.

24 91. During the CALIFORNIA LABOR SUB CLASS PERIOD, PLAINTIFF and CALIFORNIA
25 LABOR SUB CLASS Members were required, permitted or suffered by DEFENDANT to work for
26 DEFENDANT and were not paid for all the time they worked, including overtime work.

27 92. DEFENDANT's unlawful wage and hour practices manifested, without limitation, applicable
28 to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a policy and
practice that failed to accurately record overtime worked by PLAINTIFF and other CALIFORNIA

1 LABOR SUB-CLASS Members and denied accurate compensation to PLAINTIFF and the other
2 members of the CALIFORNIA LABOR SUB-CLASS for overtime worked, including, the overtime
3 work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
4 and/or forty (40) hours in any workweek.

5 93. In committing these violations of the California Labor Code, DEFENDANT inaccurately
6 recorded overtime worked and consequently underpaid the overtime worked by PLAINTIFF and other
7 CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted in an illegal attempt to avoid
8 the payment of all earned wages, and other benefits in violation of the California Labor Code, the
9 Industrial Welfare Commission requirements and other applicable laws and regulations. As a direct
10 result of DEFENDANT's unlawful wage practices as alleged herein, the PLAINTIFF and the other
11 members of the CALIFORNIA LABOR SUB-CLASS did not receive full compensation for overtime
12 worked.

13 94. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
14 overtime requirements of the law. None of these exemptions are applicable to the PLAINTIFF and the
15 other members of the CALIFORNIA LABOR SUB-CLASS. Further, PLAINTIFF and the other
16 members of the CALIFORNIA LABOR SUB-CLASS were not subject to a valid collective bargaining
17 agreement that would preclude the causes of action contained herein this Complaint. Rather,
18 PLAINTIFF brings this Action on behalf of herself and the CALIFORNIA LABOR SUB-CLASS based
19 on DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
20 California.

21 95. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the other members
22 of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime worked that they are
23 entitled to, constituting a failure to pay all earned wages.

24 96. DEFENDANT failed to accurately pay the PLAINTIFF and the other members of the
25 CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was in excess
26 of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even
27 though PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were required
28 to work, and did in fact work, overtime as to which DEFENDANT failed to accurately record and pay
as evidenced by DEFENDANT's business records and witnessed by employees.

1 97. By virtue of DEFENDANT's unlawful failure to accurately pay all earned compensation to
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS for the true amount
3 of time they worked, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
4 have suffered and will continue to suffer an economic injury in amounts which are presently unknown
5 to them and which will be ascertained according to proof at trial.

6 98. DEFENDANT knew or should have known that PLAINTIFF and the other members of the
7 CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime worked.
8 DEFENDANT elected, either through intentional malfeasance or gross nonfeasance, to not pay
9 employees for their labor as a matter of company policy, practice and procedure, and DEFENDANT
10 perpetrated this scheme by refusing to pay PLAINTIFF and the other members of the CALIFORNIA
11 LABOR SUB-CLASS for overtime worked.

12 99. In performing the acts and practices herein alleged in violation of California labor laws, and
13 refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for all overtime
14 worked and provide them with the requisite overtime compensation, DEFENDANT acted and continues
15 to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
16 CALIFORNIA LABOR SUB-CLASS with a conscious of and utter disregard for their legal rights, or
17 the consequences to them, and with the despicable intent of depriving them of their property and legal
18 rights, and otherwise causing them injury in order to increase company profits at the expense of these
19 employees.

20 100. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS therefore
21 request recovery of all overtime wages, according to proof, interest, statutory costs, as well as the
22 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California
23 Labor Code and/or other applicable statutes. To the extent minimum and/or overtime compensation
24 is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members who have terminated
25 their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore
26 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
27 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members.
28 DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith. Further,
PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover
statutory costs.

1 **FOURTH CAUSE OF ACTION**

2 For Failure to Provide Required Meal Periods

3 [Cal. Lab. Code §§ 226.7 & 512]

4 (By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

5 101. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

7 102. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time failed to provide
8 all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR
9 SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the
10 work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did not prevent
11 these employees from being relieved of all of their duties for the legally required off-duty meal periods.
12 As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR
13 SUB-CLASS Members were from time to time not fully relieved of duty by DEFENDANT for their
14 meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
15 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work
16 is evidenced by DEFENDANT's business records from time to time. Further, DEFENDANT failed to
17 provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period in some
18 workdays in which these employees were required by DEFENDANT to work ten (10) hours of work
19 from time to time. As a result, PLAINTIFF and other members of the CALIFORNIA LABOR
20 SUB-CLASS therefore forfeited meal breaks without additional compensation and in accordance with
21 DEFENDANT's strict corporate policy and practice.

22 103. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable IWC Wage
23 Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members who
24 were not provided a meal period, in accordance with the applicable Wage Order, one additional hour
25 of compensation at each employee's regular rate of pay for each workday that a meal period was not
26 provided.

27 104. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA
28 LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek
all wages earned and due, interest, penalties, expenses and costs of suit.

1 **FIFTH CAUSE OF ACTION**

2 For Failure to Provide Required Rest Periods

3 [Cal. Lab. Code §§ 226.7 & 512]

4 (By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

5 105. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

17 107. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage
18 Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members who
19 were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of
20 compensation at each employee's regular rate of pay for each workday that rest period was not provided.

21 108. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA
22 LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek
23 all wages earned and due, interest, penalties, expenses and costs of suit.

24 **SIXTH CAUSE OF ACTION**

25 For Failure to Provide Accurate Itemized Statements

26 [Cal. Lab. Code § 226]

27 (By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

28 109. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and
incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

1 110. Cal. Labor Code § 226 provides that an employer must furnish employees with an "accurate
2 itemized" statement in writing showing:

3 (1) gross wages earned,

4 (2) total hours worked by the employee, except for any employee whose compensation is
5 solely based on a salary and who is exempt from payment of overtime under subdivision (a)
6 of Section 515 or any applicable order of the Industrial Welfare Commission,

7 (3) the number of piece rate units earned and any applicable piece rate if the employee is
8 paid on a piece-rate basis,

9 (4) all deductions, provided that all deductions made on written orders of the employee may
10 be aggregated and shown as one item,

11 (5) net wages earned,

12 (6) the inclusive dates of the period for which the employee is paid,

13 (7) the name of the employee and his or her social security number, except that by January
14 1, 2008, only the last four digits of his or her social security number or an employee
15 identification number other than a social security number may be shown on the itemized
16 statement,

17 (8) the name and address of the legal entity that is the employer, and

18 (9) all applicable hourly rates in effect during the pay period and the corresponding number
19 of hours worked at each hourly rate by the employee.
20

21 111. From time to time, DEFENDANT also failed to provide PLAINTIFF and the other members
22 of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements which failed
23 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides
24 that every employer shall furnish each of his or her employees with an accurate itemized wage statement
25 in writing showing, among other things, gross wages earned and all applicable hourly rates in effect
26 during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFF
27 and CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the wage
28 statements should reflect all applicable hourly rates during the pay period and the total hours worked,
and the applicable pay period in which the wages were earned pursuant to California Labor Code

1 Section 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other CALIFORNIA
2 LABOR SUB-CLASS Members failed to identify such information. More specifically, the wage
3 statements failed to identify the accurate total hours worked each pay period. When the hours shown
4 on the wage statements were added up, they did not equal the actual total hours worked during the pay
5 period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
6 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
7 requirements under California Labor Code 226 et seq. As a result, DEFENDANT from time to time
8 provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with wage
9 statements which violated Cal. Lab. Code § 226.

10 112. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing
11 injury and damages to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS.
12 These damages include, but are not limited to, costs expended calculating the correct wages for all
13 missed meal and rest breaks and the amount of employment taxes which were not properly paid to state
14 and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the
15 other members of the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages
16 of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
17 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an
18 amount according to proof at the time of trial (but in no event more than four thousand dollars
19 (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS
20 herein).

21 SEVENTH CAUSE OF ACTION

22 For Failure to Reimburse Employees for Required Expenses

23 [Cal. Lab. Code § 2802]

24 (By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

25 113. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members reallege and
26 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

27 114. Cal. Lab. Code § 2802 provides, in relevant part, that:

28 An employer shall indemnify his or her employee for all necessary expenditures
or losses incurred by the employee in direct consequence of the discharge of his
or her duties, or of his or her obedience to the directions of the employer, even
though unlawful, unless the employee, at the time of obeying the directions,
believed them to be unlawful.

1 115. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by failing to
2 indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
3 required expenses incurred in the discharge of their job duties for DEFENDANT's benefit.
4 DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members
5 for expenses which included, but were not limited to, costs related to using their personal cellular
6 phones on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and other
7 CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to use their personal
8 cellular phones and home offices in order to perform work related job tasks. DEFENDANT's policy
9 and practice was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members
10 for expenses resulting from using their personal cellular phones and home offices for DEFENDANT
11 within the course and scope of their employment for DEFENDANT. These expenses were necessary
12 to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert
13 any waiver of this expectation. Although these expenses were necessary expenses incurred by
14 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to
15 indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for these
16 expenses as an employer is required to do under the laws and regulations of California.

17 116. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred by herself
18 and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job duties for
19 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate
20 and costs under Cal. Lab. Code § 2802.

21 **EIGHTH CAUSE OF ACTION**

22 For Failure to Pay Wages When Due

23 [Cal. Lab. Code §§ 201, 202, 203]

24 (By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
25 and Against All Defendants)

26 117. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and
27 incorporate by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

28 118. Cal. Lab. Code § 200 provides, in relevant part, that:

As used in this article:(a) "Wages" includes all amounts for labor performed by
employees of every description, whether the amount is fixed or ascertained by the
standard of time, task, piece, Commission basis, or other method of calculation.(b)
"Labor" includes labor, work, or service whether rendered or performed under

1 contract, subcontract, partnership, station plan, or other agreement if the labor to be
2 paid for is performed personally by the person demanding payment.

3 119. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer discharges an employee,
4 the wages earned and unpaid at the time of discharge are due and payable immediately."

5 120. Cal. Lab. Code § 202 provides, in relevant part, that:

6 If an employee not having a written contract for a definite period quits his or her
7 employment, his or her wages shall become due and payable not later than 72 hours
8 thereafter, unless the employee has given 72 hours previous notice of his or her
9 intention to quit, in which case the employee is entitled to his or her wages at the time
of quitting. Notwithstanding any other provision of law, an employee who quits
without providing a 72-hour notice shall be entitled to receive payment by mail if he
or she so requests and designates a mailing address. The date of the mailing shall
constitute the date of payment for purposes of the requirement to provide payment
within 72 hours of the notice of quitting.

10 121. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-CLASS
11 Members' employment contract.

12 122. Cal. Lab. Code § 203 provides, in relevant part, that:

13 If an employer willfully fails to pay, without abatement or reduction, in
14 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee
15 who is discharged or who quits, the wages of the employee shall continue as a
penalty from the due date thereof at the same rate until paid or until an action
therefor is commenced; but the wages shall not continue for more than 30 days.

16 123. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS Members has
17 terminated and DEFENDANT has not tendered payment of all wages owed as required by law.

18 124. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the members of the
19 CALIFORNIA LABOR SUB-CLASS whose employment has terminated and who have not been fully
20 paid their wages due to them, PLAINTIFF demands thirty days of pay as penalty for not paying all
21 wages due at time of termination for all employees who terminated employment during the
22 CALIFORNIA LABOR SUB-CLASS PERIOD and demands an accounting and payment of all wages
due, plus interest and statutory costs as allowed by law.

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1 128. Cal. Lab. Code § 204 provides that wages generally are due and payable twice during each
2 calendar month and are to be paid no later than the payday for the next regular payroll period.
3 Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically requires that, upon use of
4 accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next
5 regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code § 201
6 provides that if an employer discharges an employee, wages earned and unpaid at the time of discharge
7 are due and payable immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive
8 all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the
9 employee has given 72-hour notice of his or her intention to quit, in which case the employee is entitled
10 to his or her wages at the time of quitting. The Labor Code penalizes untimely payments. For example,
11 Cal. Lab. Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with
12 Cal. Lab. Code §§ 201-202, then the wages of the employee shall continue as a penalty from the due
13 date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.
14 Likewise, Cal. Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely
15 payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may sue to
16 recover applicable penalties.

17 129. As alleged herein and as a matter of policy and practice, DEFENDANT routinely underpays sick
18 pay wages and thus did not timely pay PLAINTIFF and the other members of the CALIFORNIA
19 LABOR-SUB-CLASS all owing and underpaid sick pay wages. As a result, DEFENDANT violates
20 Cal. Lab. Code §§ 201-204, 210, 233, and 246, among other Labor Code provisions. PLAINTIFF is
21 informed and believes that DEFENDANT was advised by skilled lawyers and knew, or should have
22 known, of the mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the
23 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also include those
24 benefits to which an employee is entitled as a part of his or her compensation, including money, room,
25 board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094,
26 1103 (2007)(emphasis added). Because DEFENDANT willfully fails to timely pay PLAINTIFF and the
27 other members of the CALIFORNIA LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is
28 subject to applicable penalties.

129. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles
PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS to underpaid sick pay
wages, including interest thereon, applicable penalties, attorney's fees, and costs of suit.

1
2 **TENTH CAUSE OF ACTION**

3 [Disability Discrimination and Retaliation For the Exercise of Rights Guaranteed Under the FEHA,
4 Participating in Protected Activities, and/or Opposing DEFENDANT's Failure to Provide Such Rights]

5 Violation of FEHA Government Section 12900, et. seq.

6 (By PLAINTIFF Against All Defendants)

7 131. PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 132. Furthermore, PLAINTIFF went on protected leave for her worsening stress and anxiety caused
10 by DEFENDANT's workplace condition in June of 2021. Furthermore, the continuous stress from work
11 caused PLAINTIFF to feel afraid of going into work. In retaliation for taking the protected leave,
12 DEFENDANT terminated PLAINTIFF's employment on February 4, 2022. DEFENDANT's decision
13 and real motivation to terminate PLAINTIFF was in retaliation for PLAINTIFF for taking the protected
14 leave for her worsening stress condition.

15 133. DEFENDANT's conduct, as alleged, violated FEHA, Government Code Section 12900, et seq.,
16 and DEFENDANT committed unlawful employment practices, including the following bases for
17 liability:

18 134. Taking adverse employment actions against PLAINTIFF, including discharging, barring,
19 refusing to transfer, retain, hire, select, and/or employ, and/or otherwise discriminating against
20 PLAINTIFF, in whole or in part on the basis of PLAINTIFF's disability in violation of Government
21 Code Section 12940(a);

22 135. Harassing PLAINTIFF and/or creating a hostile work environment, in whole or in part on the
23 basis of PLAINTIFF's disability, and/or having taken FMLA leave in violation of Government Code
24 Section 12940(j);

25 136. Failing to take all reasonable steps to prevent discrimination and harassment based on disability
26 in violation of Government Code section 12940(k);

27 137. Retaliating against PLAINTIFF for seeking to exercise rights guaranteed under FEHA,
28 participating in protected activities, and/or opposing DEFENDANT's failure to provide such rights, in
violation of Government Code Section 12940(h).

1 138. As a proximate result of DEFENDANT's willful, knowing, and intentional discrimination
2 against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial losses of earnings
3 and other employment benefits.

4 139. As a proximate result of DEFENDANT's willful, knowing, and intentional discrimination
5 against PLAINTIFF, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress,
6 and physical and mental pain and anguish, all to his damage in a sum according to proof.

7 140. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees. Pursuant
8 to Government Code Section 12965(b), PLAINTIFF is entitled to recover reasonable attorneys' fees and
9 costs (including expert costs) in an amount according to proof.

10 141. DEFENDANT's misconduct was committed intentionally, in a malicious, oppressive manner,
11 and fraudulent manner entitling PLAINTIFF to punitive damages against DEFENDANT.

12
13 **ELEVENTH CAUSE OF ACTION**

14 For Failure to Engage in the Interactive Process

15 [Cal. Gov. Code § 12940(n)]

16 (By PLAINTIFF and Against All Defendants)

17 142. PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, the prior
18 paragraphs of this Complaint.

19 143. DEFENDANT was an employer who met all of the requisite requirements set forth under the
20 California Fair Employment and Housing Act.

21 144. PLAINTIFF suffered from a mental disability as defined under Cal. Gov. Code § 12926(j).

22 145. PLAINTIFF suffered from a physical disability as defined under Cal. Gov. Code § 12926(m).

23 146. DEFENDANT was aware that PLAINTIFF suffered from a physical disability, as set forth
24 herein.

25 147. PLAINTIFF went on protected leave for her worsening stress and anxiety caused by
26 DEFENDANT's workplace condition in June of 2021. Furthermore, the continuous stress from work
27 caused PLAINTIFF to feel afraid of going into work. In retaliation for taking the protected leave,
28 DEFENDANT terminated PLAINTIFF's employment on February 4, 2022. DEFENDANT's decision

1 and real motivation to terminate PLAINTIFF was in retaliation for PLAINTIFF for taking the protected
2 leave for her worsening stress condition.

3 148.. Moreover, PLAINTIFF was more than willing to participate in an interactive process to
4 determine whether reasonable accommodations could be made without DEFENDANT suffering any
5 business or financial hardships.

6 149. DEFENDANT failed to participate in a timely and/or good faith interactive process after
7 PLAINTIFF requested reasonable accommodations.

8 150.. As a result of DEFENDANT refusing to participate in a good faith interactive process,
9 PLAINTIFF was harmed in the form of emotional and physical pain and suffering.

10 151. DEFENDANT's failure to engage in a good faith interactive process was a substantial factor in
11 causing PLAINTIFF's harm.

12 152. The actions alleged herein were taken by managing agents and/or officers of DEFENDANT
13 and/or ratified by managing agents and/or officers of DEFENDANT. In so doing, said managing agents
14 and/or officers of DEFENDANT acted with malice and oppression as those terms are used in California
15 Code of Civil Procedure § 3294. As such, PLAINTIFF is entitled to an award of punitive damages.

16 153. PLAINTIFF is also entitled to recover reasonable attorney's fees and costs pursuant to Cal. Gov.
17 Code § 12965(b).

18 **TWELFTH CAUSE OF ACTION**

19 For Failure to Provide Reasonable Accommodation

20 [Cal. Gov. Code § 12940(m)]

21 (By PLAINTIFF and Against All Defendants)

22 154. PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, the prior
23 paragraphs of this Complaint.

24 155. DEFENDANT was an employer who met all of the requirements set forth under the California
25 Fair Employment and Housing Act.

26 156. PLAINTIFF suffered from a mental disability as defined under Cal. Gov. Code § 12926(j).

27 157. PLAINTIFF suffered from a physical disability as defined under Cal. Gov. Code § 12926(m).

1 158. DEFENDANT was aware that PLAINTIFF suffered from a physical disability as set forth
2 herein.

3 159. Furthermore, PLAINTIFF went on protected leave for her worsening stress and anxiety caused
4 by DEFENDANT's workplace condition in June of 2021. Furthermore, the continuous stress from work
5 caused PLAINTIFF to feel afraid of going into work. In retaliation for taking the protected leave,
6 DEFENDANT terminated PLAINTIFF's employment on February 4, 2022. DEFENDANT's decision
7 and real motivation to terminate PLAINTIFF was in retaliation for PLAINTIFF for taking the protected
8 leave for her worsening stress condition.

9 160. DEFENDANT failed to provide PLAINTIFF with reasonable accommodation for her mental
10 and physical disabilities.

11 161. As a direct and proximate result of DEFENDANT refusing to provide PLAINTIFF with
12 reasonable accommodation, PLAINTIFF was met with a series of adverse employment actions as set
13 forth herein. As a further direct result of DEFENDANT's failure to provide PLAINTIFF with a
14 reasonable accommodation, PLAINTIFF was harmed in the form of emotional and physical pain and
15 suffering.

16 162. DEFENDANT's failure to provide reasonable accommodation was a substantial factor in causing
17 PLAINTIFF's harm.

18 163. The actions alleged herein were taken by managing agents and/or officers of DEFENDANT
19 and/or ratified by managing agents and/or officers of DEFENDANT. In so doing, said managing agents
20 and/or officers of DEFENDANT acted with malice and oppression as those terms are used in California
21 Code of Civil Procedure § 3294. As such, PLAINTIFF is entitled to an award of punitive damages.

22 164. PLAINTIFF is also entitled to recover reasonable attorney's fees and costs pursuant to Cal. Gov.
23 Code § 12965(b).

24 **THIRTEENTH CAUSE OF ACTION**

25 Wrongful Termination In Violation of Public Policy

26 (By PLAINTIFF Against All Defendants)

27 165. PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, the prior
28 paragraphs of this Complaint.

1 166. Furthermore, PLAINTIFF went on protected leave for her worsening stress and anxiety caused
2 by DEFENDANT's workplace condition in June of 2021. Furthermore, the continuous stress from work
3 caused PLAINTIFF to feel afraid of going into work. In retaliation for taking the protected leave,
4 DEFENDANT terminated PLAINTIFF's employment on February 4, 2022. DEFENDANT's decision
5 and real motivation to terminate PLAINTIFF was in retaliation for PLAINTIFF for taking the protected
6 leave for her worsening stress condition.

7 167. PLAINTIFF raised complaints of illegality while PLAINTIFF worked for DEFENDANT and
8 was believed to be willing to raise complaints, and DEFENDANT retaliated against PLAINTIFF by
9 taking adverse employment actions, including employment termination, against PLAINTIFF.

10 168. As a proximate result of DEFENDANT'S willful, knowing, and intentional conduct,
11 PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and mental and
12 physical pain and anguish, all to PLAINTIFF's damage in a sum according to proof.

13 169. As a result of DEFENDANT'S adverse employment actions against PLAINTIFF, PLAINTIFF
14 has suffered general and special damages in sums according to proof.

15 170. DEFENDANT's misconduct was committed intentionally, in a malicious, oppressive manner,
16 and fraudulent manner entitling PLAINTIFF to punitive damages against DEFENDANT.

17 **FOURTEENTH CAUSE OF ACTION**

18 For Violation of the Private Attorneys General Act

19 [Cal. Lab. Code §§ 2698, et seq.]

20 (By PLAINTIFF and Against All Defendants)

21 171. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the
22 prior paragraphs of this Complaint.

23 172. PAGA is a mechanism by which the State of California itself can enforce state labor laws
24 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law
25 enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law
26 enforcement action designed to protect the public and not to benefit private parties. The purpose of
27 the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as
28 private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature
specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys

1 general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly,
2 PAGA claims cannot be subject to arbitration.

3 173. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements
4 and exhaust the administrative procedures under the Private Attorney General Act, brings this
5 Representative Action on behalf of the State of California with respect to herself and AGGRIEVED
6 EMPLOYEES (as defined above).

7 174. On January 10, 2023, PLAINTIFF gave written notice by electronic mail to the Labor and
8 Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific
9 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit
10 #1, attached hereto and incorporated by this reference herein (PAGA Notice only without draft
11 complaint). The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has
12 expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil
13 action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all
14 AGGRIEVED EMPLOYEES as herein defined.

15 175. The policies, acts and practices heretofore described were and are an unlawful business act or
16 practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES
17 accurate itemized wage statements, (b) failed to properly record and provide legally required meal and
18 rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and sick pay wages, (e)
19 failed to reimburse employees for required expenses, (f) failed to provide wages when due, and (g)
20 failed to provide suitable seating, all in violation of the applicable Labor Code sections listed in Labor
21 Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2),
22 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
23 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and
24 the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.
25 PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
26 Attorney General Act of 2004 as the representative of the State of California for the illegal conduct
27 perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

28 176. All of the conduct and violations alleged herein occurred during the PAGA PERIOD. To the
extent that any of the conduct and violations alleged herein did not affect PLAINTIFF during the PAGA

1 PERIOD, PLAINTIFF seeks penalties for those violations that affected the AGGRIEVED
2 EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 30 Cal.App.5th 504 (2018).

3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally, as
5 follows:

6 1. On behalf of the CALIFORNIA CLASS:

7 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
8 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

9 B) An order temporarily, preliminarily and permanently enjoining and restraining
10 DEFENDANT from engaging in similar unlawful conduct as set forth herein;

11 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld
12 from compensation due to PLAINTIFF and the other members of the CALIFORNIA
13 CLASS; and,

14 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for
15 restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and to the
16 other members of the CALIFORNIA CLASS.

17 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

18 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and
19 Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class
20 action pursuant to Cal. Code of Civ. Proc. § 382;

21 B) Compensatory damages, according to proof at trial, including compensatory damages
22 for minimum and overtime compensation due PLAINTIFF and the other members of the
23 CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR
24 SUB-CLASS PERIOD plus interest thereon at the statutory rate;

25 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per each member of the
27 CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay period, not
28 exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
violation of Cal. Lab. Code § 226;

D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
applicable IWC Wage Order;

E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197;

F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs of
suit.; and,

G) The wages of all terminated employees in the CALIFORNIA LABOR SUB CLASS
as a penalty from the due date thereof at the same rate until paid or until an action therefore
is commenced, in accordance with Cal. Lab. Code § 203.

3. On behalf of PLAINTIFF for the Tenth, Eleventh, Twelfth and Thirteenth causes of action:

A) Compensatory damages, according to proof at trial, but in excess of \$25,000.

B) Special and General damages according to proof;

C) Statutory damages, penalties and attorney's fees;

1 D) For punitive damages in an amount necessary to make an example of and to punish
2 DEFENDANT and deter DEFENDANT from engaging in future similar conduct;

3 E) For loss of earnings (both past and future); and,

4 F) For interest at the legal rate in an amount according to proof.

5 4. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

6 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
7 General Act of 2004; and,

8 B) An award of attorneys' fees and cost of suit, as allowable under the law, including,
9 but not limited to, pursuant to Labor Code §2699.

10 5. On all claims:

11 A) An award of interest, including prejudgment interest at the legal rate;

12 B) Such other and further relief as the Court deems just and equitable; and,

13 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
14 including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or §2802.

15 Dated: September 24, 2025

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

By: /s/ Nicholas J. De Blouw

Norman B. Blumenthal

Kyle R. Nordrehaug

Nicholas J. De Blouw

Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

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

Dated: September 24, 2025

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

By: /s/ Nicholas J. De Blouw
Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw
Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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1004

January 10, 2023
CA2670

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

The Coca-Cola Company
Certified Mail #702224100000608262288
AMANDA GARCIA
330 N. BRAND BLVD., SUITE 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by The Coca-Cola Company in California, including any employees staffed with The Coca-Cola Company by a third party, and classified as non-exempt employees during the time period of January 10, 2022 until a date as determined by the Court. Our offices represent Plaintiff Nicole Fritch (“Plaintiff”) and other Aggrieved Employees in a lawsuit The Coca-Cola Company (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from February of 2020 to February 4, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant

failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.