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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO – CIVIL DIVISION

JORDON NORRIS, VERONICA GARCIA, and
JAMIL JOHNSON, individually on behalf of
themselves, and on behalf of all others similarly
situated and aggrieved,

Plaintiffs,

v.

SCHILLING ROBOTICS, LLC, a limited liability
company; FMC TECHNOLOGIES, INC., a
Delaware corporation; EQ TALENT SOLUTIONS,
LLC, a limited liability company; ROBERT
GLOVER, a natural person (previously identified as
DOE 1), and DOES 2 through 10, inclusive,

Defendants.

Case No.: CV2021-2251
*Assigned for All Purposes to the Honorable
Samuel T. McAdam, Department 10*

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226 & IWC Wage Order § 7];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, *et seq.*]

DEMAND FOR JURY TRIAL

PAGA Case No. _____
LWDA-CM-859553-21: December 24, 2021
Action Filed: December 29, 2021
FAC Filed: May 24, 2022
Trial Date: None Set

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1 **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

2 Plaintiff Jordon Norris, Plaintiff Veronica Garcia, and Plaintiff Jamil Johnson (“Plaintiffs”),
3 based upon facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, allege as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants Schilling Robotics, LLC, FMC
7 Technologies, Inc., EQ Talent Solutions, LLC, Defendant Robert Glover, who was previously identified
8 as Doe 1, and Does 2 through 10 (Defendants are collectively referred to as “Defendants”) for California
9 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay minimum
10 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit
11 rest periods, failure to maintain accurate records of hours worked and meal periods, failure to timely
12 pay all wages during employment, failure to timely pay all wages to terminated employees, failure to
13 indemnify necessary business expenses, and failure to furnish accurate wage statements and
14 employment records.

15 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a class
16 action on behalf of themselves and certain current and former employees of Defendants (hereinafter
17 collectively referred to as the “Class” or “Class Members” and defined more fully below). The Class
18 consists of Plaintiffs and all other persons who have been employed by any Defendants in California as
19 an hourly-paid, non-exempt employee during the statute of limitations period applicable to the claims
20 pleaded here.

21 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the California
22 Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to Plaintiffs, the State
23 of California, and past and present non-exempt, hourly-paid employees of Defendants who worked in
24 California during the applicable statute of limitations period (hereinafter referred to as the “Aggrieved
25 Employees”).

26 4. Defendants own/owned and operate/operated an industry, business, and establishment
27 within the State of California, including Yolo County. As such, and based upon all the facts and
28 circumstances incident to Defendants’ business in California, Defendants are subject to the California

1 Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California
2 Business & Professions Code.

3 5. Despite these requirements, throughout the statutory period Defendants maintained a
4 systematic, company-wide policy and practice of:

- 5 (a) Failing to pay employees for all hours worked, including all minimum wages, and
6 overtime wages in compliance with the California Labor Code and IWC Wage
7 Orders;
- 8 (b) Failing to provide employees with timely and duty-free meal periods in
9 compliance with the California Labor Code and IWC Wage Orders, failing to
10 maintain accurate records of all meal periods taken or missed, and failing to pay
11 an additional hour’s pay for each workday a meal period violation occurred;
- 12 (c) Failing to authorize and permit employees to take timely and duty-free rest
13 periods in compliance with the California Labor Code and IWC Wage Orders,
14 and failing to pay an additional hour’s pay for each workday a rest period
15 violation occurred;
- 16 (d) Failing to indemnify employees for necessary business expenses incurred;
- 17 (e) Willfully failing to pay employees all minimum wages, overtime wages, meal
18 period premium wages, and rest period premium wages due within the time period
19 specified by California law when employment terminates; and
- 20 (f) Failing to maintain accurate records of the hours that employees worked; and
- 21 (g) Failing to provide employees with accurate, itemized wage statements containing
22 all the information required by the California Labor Code and IWC Wage Orders.

23 6. On information and belief, Defendants, and each of them were on actual and constructive
24 notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies.
25 Defendants’ violations, as alleged above, during all relevant times herein were willful and deliberate.

26 7. At all relevant times, Defendants were and are legally responsible for all of the unlawful
27 conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs
28 as the employer of Plaintiffs, the Class and Aggrieved Employees. Further, Defendants are responsible

1 for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat
2 superior”.

3 **THE PARTIES**

4 **A. Plaintiffs**

5 8. Plaintiff Norris is a California resident that worked for Defendants in the County of Yolo,
6 State of California, as a warehouse associate from approximately May 2021 to June 2021.

7 9. Plaintiff Garcia is a former California resident that worked for Defendants in the County
8 of Yolo, State of California, as a non-exempt employee from approximately July 2019 to August 2020.

9 10. Plaintiff Johnson is a California resident that worked for Defendants in the County of
10 Yolo, State of California, as a warehouse associate from approximately May 2021 to July 2021.

11 11. Plaintiffs reserve the right to seek leave to amend this complaint to add new plaintiffs, if
12 necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and*
13 *Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

14 **B. Defendants**

15 12. Plaintiffs are informed and believe, and based upon that information and belief allege,
16 that Defendant Schilling Robotics, LLC is:

- 17 (a) A limited liability company with its principal place of business in Yolo,
18 California;
- 19 (b) A business entity conducting business in numerous counties throughout the State
20 of California, including in Yolo County;
- 21 (c) The former employer of Plaintiffs, and the current and/or former employer of the
22 putative Class, who, along with the other Defendants, suffered and permitted
23 Plaintiffs, the Class and Aggrieved Employees to work, and/or controlled their
24 wages, hours, or working conditions; and
- 25 (d) At all times mentioned herein, Defendants, and each of them, were joint
26 employers of Plaintiffs, the Class and Aggrieved Employees.

27 13. Plaintiffs are informed and believe, and based upon that information and belief allege,
28 that Defendant FMC Technologies, Inc. is:

- (a) A Delaware corporation with its principal place of business in Yolo, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Yolo County;
- (c) The former employer of Plaintiffs, and the current and/or former employer of the putative Class, who, along with the other Defendants, suffered and permitted Plaintiffs, the Class and Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and
- (d) At all times mentioned herein, Defendants, and each of them, were joint employers of Plaintiffs, the Class and Aggrieved Employees.

14. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant EQ Talent Solutions, LLC is:

- (a) A limited liability company with its principal place of business in Yolo, California while doing business in California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Yolo County;
- (c) The former employer of Plaintiff Norris and Plaintiff Johnson, and the current and/or former employer of the putative Class, who, along with the other Defendants, suffered and permitted Plaintiff Norris and Plaintiff Johnson, the Class and Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and
- (d) At all times mentioned herein, Defendants, and each of them, were joint employers of Plaintiff Norris and Plaintiff Johnson, the Class and Aggrieved Employees.

15. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Robert Glover, who was previously identified as Doe 1 is:

- (a) A natural person with a principal place of business in Yolo, California while doing business in California;
- (b) A business entity conducting business in numerous counties throughout the State

of California, including in Yolo County;

(c) The former employer of Plaintiff Norris and Plaintiff Johnson, and the current and/or former employer of the putative Class, who, along with the other Defendants, suffered and permitted Plaintiff Norris and Plaintiff Johnson, the Class and Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and

(d) At all times mentioned herein, Defendants, and each of them, were joint employers of Plaintiff Norris and Plaintiff Johnson, the Class and Aggrieved Employees.

16. Plaintiffs do not currently know the true names or capacities of the persons or entities sued herein as Does 2-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs, the Class and Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

17. At all times mentioned herein, the Defendants named as Does 2-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs, the Class and Aggrieved Employees in the State of California.

18. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the

relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. Plaintiff Norris is a California resident who worked for Defendants in the County of Yolo, State of California, as a warehouse associate, from approximately May 2021 to June 2021. During the statutory period, Defendants classified Plaintiff Norris as non-exempt from California's overtime requirements, and paid Plaintiff Norris an hourly wage.

20. Plaintiff Garcia is a former California resident that worked for Defendants in the County of Yolo, State of California, as a non-exempt employee from approximately July 2019 to August 2020. During the statutory period, Defendants classified Plaintiff Garcia as non-exempt from California's overtime requirements, and paid Plaintiff Garcia an hourly wage.

21. Plaintiff Johnson is a former California resident that worked for Defendants in the County of Yolo, State of California, as a non-exempt employee from approximately May 2021 to July 2021. During the statutory period, Defendants classified Plaintiff Johnson as non-exempt from California's overtime requirements, and paid Plaintiff Johnson an hourly wage.

22. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours worked (including minimum wages and overtime wages), failed to provide Plaintiffs with uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all final wages to Plaintiffs throughout their employment period and when Defendants terminated Plaintiffs' employment, and failed to furnish accurate wage statements and other employment records to Plaintiffs upon reasonable request. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

23. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs, the Class and Aggrieved Employees for all hours worked, including all overtime wages. Plaintiffs, the Class and Aggrieved Employees were not paid for all time worked, but instead Defendants paid Plaintiffs, the Class and Aggrieved Employees based on their schedules including under a supposed alternative or alternate workweek schedule policy designated for Defendants' workplace address where Plaintiffs, the Class and Aggrieved Employees did not work and under an

1 alternative or alternate workweek schedule that was not uniformly applied to Plaintiffs, the Class and
2 Aggrieved Employees where they worked. As a result, Plaintiffs, the Class and Aggrieved Employees
3 were not paid for the time they arrived early for work to perform pre-clock-in activities such as COVID
4 screening and waiting in line in order to undergo this screening. Further, Plaintiffs, the Class and
5 Aggrieved Employees stayed after their regular shifts to perform additional work or performed work-
6 related tasks away from Defendants' regular workplace facilities but were not compensated for this
7 time. Defendants failed to record and maintain the actual hours worked by Plaintiffs, the Class and
8 Aggrieved Employees. Also, Defendants supposedly maintained a so-called "bell system" for meal
9 breaks when all operations were supposedly to cease and all employees were relieved of their duties at
10 the same time. However, Defendants' time records showing the start times and end times of Plaintiffs,
11 the Class and Aggrieved Employees' shifts and meal periods demonstrate that Defendants did not cease
12 operations at the same time, and that Defendants automatically deducted 30 minutes for meal breaks.
13 Moreover, in those instances where Plaintiffs, the Class and Aggrieved Employees were unable to take
14 a meal break immediately at the times when their so-called meal periods were to commence, they were
15 not compensated for all time worked. In maintaining a practice of not paying all wages owed,
16 Defendants failed to maintain accurate records of the hours Plaintiffs, the Class and Aggrieved
17 Employees worked.

18 24. Throughout the statutory period, Defendants have wrongfully failed to provide Plaintiffs,
19 the Class and Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but
20 not always, required Plaintiffs, the Class and Aggrieved Employees to work in excess of five
21 consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal
22 periods for every five hours of work, or without compensating Plaintiffs, the Class and Aggrieved
23 Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of
24 work. Defendants also did not adequately inform Plaintiffs, the Class and Aggrieved Employees of their
25 right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by
26 the end of the tenth hour of work. Defendants automatically deducted meal breaks, and failed to record
27 meal breaks. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs,
28 the Class and Aggrieved Employees in compliance with California law.

1 25. Throughout the statutory period, Defendants have wrongfully failed to authorize and
2 permit Plaintiffs, the Class and Aggrieved Employees to take timely and duty-free rest periods.
3 Defendants sometimes, but not always, required Plaintiffs, the Class and Aggrieved Employees to work
4 in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a
5 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of
6 four hours), or without compensating Plaintiffs, the Class and Aggrieved Employees for rest periods
7 that were not authorized or permitted. Defendants also did not adequately inform Plaintiffs, the Class
8 and Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have
9 adequate policies or practices permitting or authorizing rest periods for Plaintiffs, the Class and
10 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of
11 rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiffs, the
12 Class and Aggrieved Employees were taking their required rest periods. Accordingly, Defendants'
13 policy and practice was to not authorize and permit Plaintiffs, the Class and Aggrieved Employees to
14 take rest periods in compliance with California law.

15 26. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the Class and
16 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
17 Defendants without reimbursement including the use of cellphones and mobile data use, for personal
18 protective equipment, and for travel related expenses.

19 27. Throughout the statutory period, Defendants failed to provide adequate and suitable
20 seating to its employees, despite the fact that seating was possible for its employees throughout the
21 workday.

22 28. Throughout the statutory period, Defendants willfully failed and refused to timely pay
23 Plaintiffs, the Class and Aggrieved Employees during their employment and at the conclusion of their
24 employment all wages for all minimum wages, overtime wages, meal period premium wages, and rest
25 period premium wages. Defendants also did not pay the final wages timely after termination. Defendants
26 also failed to pay Plaintiffs, the Class and Aggrieved Employees their final paychecks in a timely manner
27 promptly upon termination.

28 29. Throughout the statutory period, Defendant EQ Talent Solutions, LLC and Defendant

1 Robert Glover staffed Plaintiff, Class Members and Aggrieved Employees to work for one or more of
2 the other Defendants. As a result, Plaintiffs are informed and believe Defendant EQ Talent Solutions,
3 LLC and Defendant Robert Glover were an employing unit that contracted with clients or customers to
4 supply Plaintiff, Class Members and Aggrieved Employees as workers to perform services for the other
5 Defendants, who qualify as Defendant EQ Talent Solutions, LLC and Defendant Robert Glover's clients
6 or customers and that Defendant EQ Talent Solutions, LLC and Defendant Robert Glover performed all
7 of the following functions: (A) negotiated with clients and customers for matters such as the time and
8 place where the services are to be provided, the type of work, the working conditions, and the quality
9 and price of the services; (B) determined assignments or reassignments of Plaintiff, Class Members and
10 Aggrieved Employees, even if Plaintiffs, Class Members and Aggrieved Employees retained the right
11 to refuse specific assignments; (C) retained the authority to assign or reassign Plaintiff, Class Members
12 and Aggrieved Employees to another client or customer when the Plaintiffs, Class Members and
13 Aggrieved Employees was determined unacceptable by a specific client or customer; (D) assigned or
14 reassigned Plaintiffs, Class Members and Aggrieved Employees to perform services for clients or
15 customers; (E) set the rate of pay of Plaintiffs, Class Members and Aggrieved Employees, whether or
16 not through negotiation; (F) paid Plaintiffs, Class Members and Aggrieved Employees from their own
17 account or accounts; and (G) retained the right to hire and terminate Plaintiffs, Class Members and
18 Aggrieved Employees. As such, Plaintiffs contend Defendant EQ Talent Solutions, LLC and Defendant
19 Robert Glover or at least one of them is a "temporary services employer" within the meaning of Labor
20 Code § 201.3(a).

21 30. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class and
22 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and
23 all gross and net wages earned (including correct hours worked, correct wages earned for hours worked,
24 correct overtime hours worked, correct wages for meal periods that were not provided in accordance
25 with California law, correct wages for rest periods that were not authorized and permitted to take in
26 accordance with California law, and Defendant's address). Further, the wage statements do not show
27 Defendant's address as required by California law. As a result of these violations of California Labor
28 Code § 226(a), the Plaintiffs, the Class and Aggrieved Employees suffered injury because, among other

things:

- (a) the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, meal period premium wages, and rest period premium wages to which they were entitled, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were;
- (d) the violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs, the Class and Aggrieved Employees were entitled, and Plaintiffs, the Class and Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

31. Thus, Plaintiffs, the Class and Aggrieved Employees are owed the amounts provided for

1 in California Labor Code § 226(e), including actual damages.

2 **CLASS ACTION ALLEGATIONS**

3 32. Plaintiffs bring certain claims individually, as well as on behalf of each and all other
4 persons similarly situated, and thus, seek class certification under California Code of Civil Procedure §
5 382.

6 33. All claims alleged herein arise under California law for which Plaintiffs seek relief
7 authorized by California law.

8 34. The proposed Class consists of and is defined as:

9 All persons who worked for any Defendant in California as an hourly, non-exempt
10 employee at any time during the period beginning four years before the filing of the
initial complaint in this action and ending when notice to the Class is sent.

11 35. At all material times, Plaintiffs were members of the Class.

12 36. Plaintiffs undertake this concerted activity to improve the wages and working conditions
13 of all Class Members.

14 37. There is a well-defined community of interest in the litigation and the Class is readily
15 ascertainable:

16 (a) Numerosity: The members of the Class (and each subclass, if any) are so
17 numerous that joinder of all members would be unfeasible and impractical. The
18 membership of the entire Class is unknown to Plaintiffs at this time, however, the
19 Class is estimated to be greater than 100 individuals and the identity of such
20 membership is readily ascertainable by inspection of Defendants' records.

21 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the
22 interests of each Class Member with whom there is a shared, well-defined
23 community of interest, and Plaintiffs' claims (or defenses, if any) are typical of
24 all Class Members' claims as demonstrated herein.

25 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the
26 interests of each Class Member with whom there is a shared, well-defined
27 community of interest and typicality of claims, as demonstrated herein. Plaintiffs
28 have no conflicts with or interests antagonistic to any Class Member. Plaintiffs'

attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

38. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages,

and overtime wages;

- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

39. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual

members of the class would create a risk of:

- 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants;
- 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and
- 3) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

40. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)

41. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 31 and all other allegations consistent with this cause of action in this Complaint.

42. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

43. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs,

1 the Class and Aggrieved Employees compensation for all hours they worked. By their failure to pay
2 compensation for each hour worked as alleged above, Defendants willfully violated the provisions of
3 Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require
4 such compensation to non-exempt employees.

5 44. Accordingly, Plaintiffs, the Class and Aggrieved Employees are entitled to recover
6 minimum wages for all non-overtime hours worked for Defendants.

7 45. By and through the conduct described above, Plaintiffs, the Class and Aggrieved
8 Employees have been deprived of their rights to be paid wages earned by virtue of their employment
9 with Defendants.

10 46. By virtue of the Defendants' unlawful failure to pay additional compensation to
11 Plaintiffs, the Class and Aggrieved Employees for their non-overtime hours worked without pay,
12 Plaintiffs, the Class and Aggrieved Employees suffered, and will continue to suffer, damages in amounts
13 which are presently unknown to Plaintiffs, the Class and Aggrieved Employees, but which exceed the
14 jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

15 47. By failing to keep adequate time records required by California Labor Code § 1174(d),
16 Defendants have made it difficult to calculate the full extent of minimum wage compensation due
17 Plaintiffs, the Class and Aggrieved Employees.

18 48. Pursuant to California Labor Code section 1194.2, Plaintiffs, the Class and Aggrieved
19 Employees are entitled to recover liquidated damages (double damages) for Defendants' failure to pay
20 minimum wages.

21 49. California Labor Code section 204 requires employers to provide employees with all
22 wages due and payable twice a month. Throughout the statute of limitations period applicable to this
23 cause of action, Plaintiffs, the Class and Aggrieved Employees were entitled to be paid twice a month
24 at rates required by law, including minimum wages. However, during all such times, Defendants
25 systematically failed and refused to pay Plaintiffs, the Class and Aggrieved Employees all such wages
26 due, and failed to pay those wages twice a month.

27 50. Plaintiffs, the Class and Aggrieved Employees are also entitled to seek recovery of all
28 unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor

Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

51. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 31 and all other allegations consistent with this cause of action in this Complaint.

52. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

53. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

54. At all times relevant hereto, Plaintiffs, the Class and Aggrieved Employees have worked more than eight hours in a workday, as employees of Defendants.

55. At all times relevant hereto, Defendants failed to pay Plaintiffs, the Class and Aggrieved Employees overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiffs, the Class and Aggrieved Employees were regularly required to work overtime hours.

56. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiffs, the Class and Aggrieved Employees for their overtime hours worked, Plaintiffs, the Class and Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

57. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs, the Class and Aggrieved Employees.

58. Plaintiffs, the Class and Aggrieved Employees also request recovery of overtime

1 compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code
2 § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided
3 by the California Labor Code and/or other statutes.

4 59. California Labor Code § 204 requires employers to provide employees with all wages
5 due and payable twice a month. The Wage Orders also provide that every employer shall pay to each
6 employee, on the established payday for the period involved, overtime wages for all overtime hours
7 worked in the payroll period. Defendants failed to provide Plaintiffs, the Class and Aggrieved
8 Employees with all compensation due, in violation of California Labor Code § 204.

9 **THIRD CAUSE OF ACTION**

10 **(Against All Defendants for Failure to Provide Meal Periods)**

11 60. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
12 through 31 and all other allegations consistent with this cause of action in this Complaint.

13 61. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs,
14 the Class and Aggrieved Employees of all duty in order to take their daily meal periods no later than the
15 start of Plaintiffs, the Class and Aggrieved Employees' sixth hour of work in a workday, and to take
16 their second meal periods no later than the start of the eleventh hour of work in the workday. Section
17 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an
18 employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
19 violation of Section 226.7 of the California Labor Code for an employer to require any employee to
20 work during any meal period mandated under any Wage Order.

21 62. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs, the
22 Class and Aggrieved Employees with both meal periods as required by California law. By their failure
23 to permit and authorize Plaintiffs, the Class and Aggrieved Employees to take all meal periods as alleged
24 above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted
25 meal periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor
26 Code and the applicable Wage Orders.

27 63. Under California law, Plaintiffs, the Class and Aggrieved Employees are entitled to be
28 paid one hour of additional wages for each workday he or she was not provided with all required meal

1 period(s), plus interest thereon.

2 **FOURTH CAUSE OF ACTION**

3 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

4 64. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
5 through 31 and all other allegations consistent with this cause of action in this Complaint.

6 65. Defendants are required by California law to authorize and permit breaks of 10
7 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two
8 hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the employer
9 permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period
10 worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is
11 entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of
12 California's rest break laws. It is a violation of Section 226.7 of the California Labor Code for an
13 employer to require any employee to work during any rest period mandated under any Wage Order.

14 66. Despite these legal requirements, Defendants failed to authorize Plaintiffs, the Class and
15 Aggrieved Employees to take rest breaks, regardless of whether employees worked more than 4 hours
16 in a workday. By their failure to permit and authorize Plaintiffs, the Class and Aggrieved Employees to
17 take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable
18 to take these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7
19 of the California Labor Code and the applicable Wage Orders.

20 67. Under California law, Plaintiffs, the Class and Aggrieved Employees are entitled to be
21 paid one hour of premium wages for each workday he or she was not provided with all required rest
22 break(s), plus interest thereon.

23 **FIFTH CAUSE OF ACTION**

24 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

25 68. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
26 through 31 and all other allegations consistent with this cause of action in this Complaint.

27 69. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to
28 pay and indemnify the Plaintiffs, the Class and Aggrieved Employees for their necessary expenditures

1 and losses incurred in direct consequence of the discharge of their duties or of their obedience to
2 directions of Defendants.

3 70. As a result, Plaintiffs, the Class and Aggrieved Employees were damaged at least in the
4 amounts of the expenses they paid, or which were deducted by Defendants from their wages.

5 71. Plaintiffs, the Class and Aggrieved Employees they represent are entitled to attorney's
6 fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor
7 Code section 2802(b).

8 **SIXTH CAUSE OF ACTION**

9 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 10 **Penalties)**

11 72. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
12 through 31 and all other allegations consistent with this cause of action in this Complaint.

13 73. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an
14 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
15 payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages
16 shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has
17 given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
18 is entitled to his or her wages at the time of quitting.

19 74. Within the applicable statute of limitations, the employment of Plaintiffs and many other
20 members of the Class ended, i.e. were terminated by quitting or discharge, and the employment of others
21 will be. However, during the relevant time period, Defendants failed, and continue to fail to pay
22 terminated Class Members, without abatement, all wages required to be paid by California Labor Code
23 sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving
24 Defendants' employ.

25 75. Defendants' failure to pay Plaintiffs and those Class members who are no longer
26 employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two
27 (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
28 202.

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

77. Plaintiffs, the Class and Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

78. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs, the Class and Aggrieved Employees are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

79. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 31 and all other allegations consistent with this cause of action in this Complaint.

80. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

81. At all material times set forth herein, IWC Wage Order, § 7 provides: “7. Records. (A) Every employer shall keep accurate information with respect to each employee including the following:

(1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request. (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer. (B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item. (C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request. (D) Clocks shall be provided in all major work areas or within reasonable distance thereto insofar as practicable.”

82. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements, have failed to keep accurate information about employees for three years, and have failed to produce accurate information about employees upon reasonable requests. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs, the Class and Aggrieved Employees, the failure to list the true “total hours worked by the employee,” the failure to list the true net wages earned, and the failure to keep time records showing when employees began and ended each work period including time records showing when employees began and ended meal periods.

83. As a result of Defendants' violations of California Labor Code § 226(a) and IWC Wage Order, § 7, Plaintiffs, the Class and Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

84. Specifically, Plaintiffs and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a) and by Defendants' intentional violation of IWC Wage Order, § 7(C) because they were denied both their legal right to receive, and their protected interest in receiving accurate records with respect to their employment under IWC Wage Order, § 7.

85. Calculation of the true wage entitlement for Plaintiffs, the Class and Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiffs, the Class and Aggrieved Employees were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

86. Plaintiffs, the Class and Aggrieved Employees are entitled to recover from Defendants their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a) and IWC Wage Order, § 7.

87. Plaintiffs, the Class and Aggrieved Employees are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

EIGHTH CAUSE OF ACTION

(Against all Defendants for Violation of California Business & Professions Code)

88. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 31 and all other allegations consistent with this cause of action in this Complaint.

89. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

90. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek to enforce

important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

91. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

92. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum Wages

93. Defendants' failure to pay minimum wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

94. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Maintain Accurate Records of All Hours Worked

95. Defendants' failure to maintain accurate records of all hours worked in accordance with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

96. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

97. Defendants' failure to authorize and permit rest periods in accordance with California

1 Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair
2 activity prohibited by Business and Professions Code §§ 17200, *et seq.*

3 **Failure to Indemnify Necessary Business Expenses**

4 98. Defendants' failure to indemnify employees for necessary business expenses in
5 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above, constitutes
6 unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

7 **Failure to Provide Accurate Itemized Wage Statements**

8 99. Defendants' failure to provide accurate itemized wage statements in accordance with
9 California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by
10 California Business & Professions Code §§ 17200, *et seq.*

11 100. By and through their unfair, unlawful and/or fraudulent business practices described
12 herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and all
13 persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable
14 rights and benefits guaranteed by law, all to their detriment.

15 101. Plaintiffs, the Class and Aggrieved Employees Members suffered monetary injury as a
16 direct result of Defendants' wrongful conduct.

17 102. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled to, and
18 do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have
19 wrongfully acquired, or of which Plaintiffs, the Class and Aggrieved Employees have been deprived,
20 by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs, the
21 Class and Aggrieved Employees are not obligated to establish individual knowledge of the wrongful
22 practices of Defendants in order to recover restitution.

23 103. Plaintiffs, individually, and on behalf of members of the putative class, are further
24 entitled to and do seek a declaration that the above described business practices are unfair, unlawful
25 and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in
26 any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

27 104. Plaintiffs, individually, and on behalf of members of the putative class, have no plain,
28 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a

consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

105. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

106. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004)

107. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 31 and all other allegations consistent with this cause of action in this Complaint.

108. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

109. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

110. Plaintiff Norris has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. On December 24, 2021, Plaintiff Norris gave written notice, which is incorporated here

1 by reference, by online filing to the Labor and Workforce Development Agency and by certified mail
2 to Defendants of the specific provisions of the Labor Code that Defendants have violated against
3 Plaintiff Norris and certain current and former aggrieved employees, including the facts and theories to
4 support the violations. Plaintiff Norris also paid the filing fee. Plaintiff Norris's PAGA case number is
5 LWDA-CM-859553-21. On January 9, 2023, Plaintiff Norris amended Plaintiff Norris December 24,
6 2021 PAGA notice, which is incorporated here by reference.

7 111. More than 65 days have elapsed since Plaintiff Norris provided notice, but the Labor and
8 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code
9 violations discussed in the notice. Accordingly, Plaintiff Norris has commenced a civil action to recover
10 penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code described
11 in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code
12 §§ 1194, 2802, 226, and 2699(f)(2).

13 112. On or about December 9, 2022, Plaintiff Garcia gave written notice, which is
14 incorporated here by reference, by online filing to the Labor and Workforce Development Agency and
15 by certified mail to Defendant Schilling Robotics, LLC and Defendant FMC Technologies, Inc. of the
16 specific provisions of the Labor Code that Defendants have violated against Plaintiffs and certain current
17 and former aggrieved employees, including the facts and theories to support the violations. Plaintiff
18 Garcia also paid the filing fee. Plaintiff Garcia's PAGA case number is LWDA-CM-917710-22. While
19 not more than 65 days have lapsed since Plaintiff Garcia provided notice, Plaintiff Garcia is an aggrieved
20 employee, who is aware of Plaintiff Norris's PAGA case, Case No. LWDA-CM-859553-21, and is
21 aware the Labor and Workforce Development Agency has not indicated that it intends to investigate
22 Defendants' Labor Code violations discussed in Plaintiff Norris's notice. Accordingly, Plaintiff Garcia
23 qualifies as an aggrieved employee, whose allegations are being adjudicated now, and who wishes to
24 assist Plaintiff Norris's efforts to vindicate California's rights. (*See e.g., Williams v. Superior Court*
25 *(2017) 3 Cal.5th 531, 548; Kim v. Reins International California, Inc. (2020) 9 Cal.5th 73, 80, 82, 84;*
26 *Johnson v. Maxim Healthcare Services, Inc. (2021) 66 Cal.App.5th 924, 930.*) Hence, Plaintiff Garcia
27 may commence a civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for
28 the violations of the Labor Code and IWC Wage Orders described in this Complaint as a participant in

1 the existing action or alternatively as an independent action when 65 days lapse from Plaintiff Garcia's
2 notice. These penalties include, but are not limited to, penalties under California Labor Code §§ 1194,
3 2802, 226, and 2699(f)(2).

4 113. On or about January 9, 2023, Plaintiff Johnson gave written notice, which is incorporated
5 here by reference, by online filing to the Labor and Workforce Development Agency and by certified
6 mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against
7 Plaintiffs and certain current and former aggrieved employees, including the facts and theories to
8 support the violations. Plaintiff Johnson also paid the filing fee. Plaintiff Johnson's PAGA case number
9 is LWDA-CM-928350-23. While not more than 65 days have lapsed since Plaintiff Johnson provided
10 notice, Plaintiff Johnson is an aggrieved employee, who is aware of Plaintiff Norris's PAGA case, Case
11 No. LWDA-CM-859553-21, and Plaintiff Garcia's PAGA case, Case No. LWDA-CM-917710-22, and
12 is aware the Labor and Workforce Development Agency has not indicated that it intends to investigate
13 Defendants' Labor Code violations discussed in Plaintiff Norris's notice and Plaintiff Garcia's notice.
14 Accordingly, Plaintiff Johnson qualifies as an aggrieved employee, whose allegations are being
15 adjudicated now, and who wishes to assist Plaintiff Norris's efforts and Plaintiff Garcia's efforts to
16 vindicate California's rights. (*See e.g., Williams v. Superior Court* (2017) 3 Cal.5th 531, 548; *Kim v.*
17 *Reins International California, Inc.* (2020) 9 Cal.5th 73, 80, 82, 84; *Johnson v. Maxim Healthcare*
18 *Services, Inc.* (2021) 66 Cal.App.5th 924, 930.) Hence, Plaintiff Johnson may commence a civil action
19 to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code
20 and IWC Wage Orders described in this Complaint as a participant in the existing action or alternatively
21 as an independent action when 65 days lapse from Plaintiff Johnson's notice. These penalties include,
22 but are not limited to, penalties under California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

23 114. In addition, Plaintiffs seek penalties for Defendants' violation of California Labor Code
24 § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing
25 labor who willfully fails to maintain accurate and complete records required by California Labor Code
26 § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every
27 employer shall keep time records showing when the employee begins and ends each work period. Meal
28 periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable

IWC Order § 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

115. During the time period of employment for Plaintiffs and the Aggrieved Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders including, but not limited to, by failing to maintain accurate records showing meal periods. Defendants' failure to provide and maintain records required by the Labor Code and IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

116. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties on behalf of themselves, the State of California, and Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

117. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third,

Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

2. That Plaintiffs be appointed as representatives of the Class; and

3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;

5. For general unpaid wages as may be appropriate;

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

7. For liquidated damages;

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

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

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For general unpaid wages at overtime wage rates as may be appropriate;

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

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

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and applicable IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

1 17. For pre-judgment interest on any unpaid compensation commencing from the date such
2 amounts were due;

3 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and
4 for costs of suit incurred herein; and

5 19. For such other and further relief as the Court may deem equitable and appropriate.

6 As to the Fourth Cause of Action

7 20. That the Court declare, adjudge and decree that Defendants violated California Labor
8 Code §§ 226.7 and 512, and applicable IWC Wage Orders;

9 21. For unpaid rest period premium wages as may be appropriate;

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

12 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and
13 for costs of suit incurred herein; and

14 24. For such other and further relief as the Court may deem equitable and appropriate.

15 As to the Fifth Cause of Action

16 25. That the Court declare, adjudge and decree that Defendants violated Labor Code § 2802
17 and applicable IWC Wage Orders;

18 26. For general unpaid wages and reimbursement of business expenses as may be
19 appropriate;

20 27. For pre-judgment interest on any unpaid compensation commencing from the date such
21 amounts were due;

22 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

23 29. For such other and further relief as the Court may deem equitable and appropriate.

24 As to the Sixth Cause of Action

25 30. That the Court declare, adjudge and decree that Defendants violated California Labor
26 Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination
27 of the employment;

28 31. For statutory wage penalties pursuant to California Labor Code § 203 for former

employees who have left Defendants' employ;

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

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

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements;

36. For penalties and actual damages pursuant to California Labor Code § 226(e);

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

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

39. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to maintain accurate employment records and by failing to pay all wages owed as alleged herein including, but not limited to, by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

41. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

42. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

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

3 45. For such other and further relief as the Court may deem equitable and appropriate.

4 As to the Ninth Cause of Action

5 46. That the Court declare, adjudge and decree that Defendants violated the California Labor
6 Code and applicable IWC Wage by failing to maintain accurate employment records and by failing to
7 pay all wages owed as alleged herein including, but not limited to, by failing to pay all minimum wages,
8 overtime wages, failing to provide meal periods, failing to maintain accurate records of meal periods,
9 failing to authorize and permit rest breaks, failing to indemnify necessary business expenses, failing to
10 timely pay final wages during employment, failing to timely pay final wages at termination, and failing
11 to provide accurate itemized wage statements;

12 47. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other
13 applicable Labor Code provisions for each and every violation of the Labor Code and applicable IWC
14 Wage Order provisions Defendants violated, as alleged herein;

15 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
16 Labor Code § 2699; and

17 49. For such other and further relief as the Court may deem equitable and appropriate.

18 As to all Causes of Action

19 50. For any additional relief that the Court deems just and proper.

20 Dated: January 16, 2023

Respectfully submitted,
MOON & YANG, APC

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23 By: 
KANE MOON
ROY K. SUH

24 Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: January 16, 2023

MOON & YANG, APC

By: 
KANE MOON
ROY K. SUH

Attorneys for Plaintiffs

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017. On the date indicated below, I served the following document or documents:

1. SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☒ **By United States Mail.** I enclosed the documents in a sealed envelope or package addressed to the person(s) at the address(es) listed below (specify one):

☐ deposited the sealed envelope with the United States Postal Service as first-class mail, postage prepaid, requiring a return receipt.

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☐ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.

☒ **By E-Mail:** Based on an agreement of the parties to accept service by e-mail transmission, I caused the documents to be sent to the person(s) at the e-mail address(es) listed below. The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

David J. Dow (Cal. SBN 179407) (ddow@littler.com) Kara Adelle Ritter Cole (Cal. SBN 306515) (kcole@littler.com) LITTLER MENDELSON, P.C. 501 West Broadway, Suite 900 San Diego, California 92101 Telephone: (619) 232-0441 Facsimile: (619) 232-4302	Attorneys for Defendants SCHILLING ROBOTICS, LLC and FMC TECHNOLOGIES, INC.
Marc L. Jacuzzi (Cal. SBN 173220) (mjacuzzi@sgijlaw.com) Nancy L. McCoy (Cal. SBN 184983) (nmccoy@sgijlaw.com) SIMPSON, GARRITY, INNES & JACUZZI PC 2175 North California Boulevard, Suite 710 Walnut Creek, California 94596 Telephone: (925) 322-8889 Facsimile: (925) 322-8890	Attorneys for Defendant EQ TALENT SOLUTIONS, LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 10, 2023.



Karen Castillo