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on behalf of all others similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO CGC-26-634316**

DANIEL GOMEZ, as an individual and on  
behalf of all others similarly situated and  
aggrieved under the Labor Code Private  
Attorneys General Act of 2004,

Plaintiff,

v.

CONSOLIDATED ELECTRICAL  
DISTRIBUTORS, INC., d.b.a. GREENTECH  
RENEWABLES, a Delaware corporation; and  
DOES 1 through 100, inclusive,

Defendants.

CASE NO.:

**CLASS AND REPRESENTATIVE  
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
10. VIOLATION OF QUOTA LAWS
11. UNFAIR COMPETITION; and
12. CIVIL PENALTIES UNDER THE LABOR  
CODE PRIVATE ATTORNEYS'  
GENERAL ACT (2004) FOR  
VIOLATIONS OF LABOR CODE  
SECTIONS 210, 226.3, 226.8, 558, 1174.5,  
1197.1, AND 2699, *et seq.*

**DEMAND FOR JURY TRIAL**

[Amount in Controversy Exceeds \$35,000.00]

ELECTRONICALLY

**FILED**

Superior Court of California,  
County of San Francisco

**02/25/2026**

**Clerk of the Court**

BY: ERNALYN BURA

Deputy Clerk

1 Plaintiff DANIEL GOMEZ (“Plaintiff”), on behalf of Plaintiff and all others similarly situated  
2 and aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against  
6 CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC., d.b.a. GREENTECH RENEWABLES,  
7 and any of its respective subsidiaries or affiliated companies within the State of California (“CED”  
8 and collectively, with DOES 1 through 100, as further defined below, “Defendants”) on behalf of  
9 Plaintiff and all other current and former non-exempt California employees employed by or formerly  
10 employed by Defendants (“Class Members”).

11 2. This is also a representative action, pursuant to the Labor Code Private Attorneys  
12 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and  
13 any of its respective subsidiaries or affiliated companies within the State of California as a proxy of  
14 the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of  
15 Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically,  
16 in connection with any alleged claims for failure to comply with Labor Code sections 96, 98.6, 201,  
17 202, 203, 204, 206.5, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245, 246,  
18 432, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197,  
19 1197.1, 1197.5, 2800, 2802, 2810.5, 2699, among others, Business and Professions Code sections  
20 16600, 16700, and 17200, Government Code, as well as applicable Wage Orders, Plaintiff seeks to  
21 represent all current and former employees that worked for Defendants during the PAGA Period. On  
22 all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former  
23 employees that worked for Defendants during the PAGA Period. Collectively, these employees are  
24 herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the  
25 date notice was submitted to the LWDA, continuing past the date of notice to the LWDA into  
26 perpetuity.

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1 **PARTIES**

2 **A. Plaintiff**

3 3. Plaintiff DANIEL GOMEZ is a resident of the State of California. At all relevant times  
4 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed  
5 Plaintiff as a non-exempt employee. Plaintiff worked as a Delivery Driver with duties that included,  
6 but were not limited to, driving a truck to pick up and deliver solar paneling materials. Plaintiff is  
7 informed and believes, and based thereon alleges, that Plaintiff DANIEL GOMEZ worked for  
8 Defendants from approximately November of 2024 through approximately February of 2025.

9 **B. Defendants**

10 4. Plaintiff is informed and believes and based thereon alleges that defendant CED is, and  
11 at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws  
12 of the State of Delaware and doing business in the County of San Francisco, State of California. At  
13 all relevant times herein, CED employed Plaintiff and similarly situated and aggrieved employees  
14 within the State of California.

15 5. The true names and capacities, whether individual, corporate, associate, or otherwise,  
16 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who  
17 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.  
18 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated  
19 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff  
20 will seek leave of court to amend this Complaint to reflect the true names and capacities of the  
21 defendants designated hereinafter as DOES when such identities become known.

22 **JOINT LIABILITY ALLEGATIONS**

23 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted  
24 in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,  
25 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally  
26 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to  
27 "Defendants," it shall include CED and any of their parent, subsidiary, or affiliated companies within  
28 the State of California and DOES 1 through 100 identified herein.

7. Plaintiff is informed and believes and based thereon alleges that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

8. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.

9. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, are joint employers.

## JURISDICTION

10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

11. Venue is proper in San Francisco County, California pursuant to Code of Civil Procedure section 392, *et seq.* because, among other things, San Francisco County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in San Francisco County, and Defendants employ numerous Class Members in San Francisco County.

**FACTUAL BACKGROUND**

12. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls off the clock, to drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries, to the detriment of Plaintiff and Class Members.

13. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendants' control

1 due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks  
2 after clocking out, to clock out for meal periods and continue working, to clock out for rest periods,  
3 to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the  
4 clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of employee time  
5 entries; editing and/or manipulation of time entries to show less hours than actually worked; failing  
6 to pay split shift premiums; and failing to pay reporting time pay, to the detriment of Plaintiff and  
7 Class Members.

8 14. For at least four (4) years prior to the filing of this Action and continuing to the present,  
9 Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them, full, timely  
10 thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours  
11 in a work day and a second thirty (30) minute uninterrupted meal period for days on which they  
12 worked in excess of ten (10) hours in a work day, and failing to provide compensation for such  
13 unprovided meal periods as required by California wage and hour laws.

14 15. For at least four (4) years prior to the filing of this action and continuing to the present,  
15 Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or some of  
16 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction  
17 thereof and failed to provide compensation for such unprovided rest periods as required by California  
18 wage and hour laws.

19 16. For at least three (3) years prior to the filing of this action and continuing to the present,  
20 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount  
21 of their wages owed to them upon termination and/or resignation as required by Labor Code sections  
22 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages,  
23 premium wages, and vacation pay pursuant to Labor Code section 227.3.

24 17. For at least one (1) year prior to the filing of this Action and continuing to the present,  
25 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with  
26 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages  
27 earned; all applicable hourly rates in effect during the pay period and the corresponding number of  
28 hours worked at each hourly rate; and other such information as required by Labor Code section 226,

1 subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an  
2 accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

3 18. For at least one (1) year prior to the filing of this action and continuing to the present,  
4 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount  
5 of their wages for labor performed in a timely fashion as required under Labor Code section 204.

6 19. For at least three (3) years prior to the filing of this action and continuing to the present,  
7 Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred  
8 in laundering mandatory work uniforms; and mileage and/or gas costs incurred in driving personal  
9 vehicles for work-related purposes.

10 20. For at least four (4) years prior to the filing of this action and continuing to the present,  
11 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated  
12 employees or former employees within the State of California with compensation at their final rate of  
13 pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

14 21. For at least four (4) years prior to the filing of this action and continuing to the present,  
15 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated  
16 employees or former employees within the State of California with the rights provided to them under  
17 the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

18 22. Plaintiff is further informed and believes, and based thereon alleges, that Defendants  
19 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with  
20 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at  
21 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required  
22 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that  
23 the sick pay was not provided at the proper regular of pay as required under California law due to  
24 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that the  
25 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory  
26 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants violated  
27 these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other  
28 Aggrieved Employees have personally suffered violations under these sections and Defendants would

1 be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections  
2 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees  
3 and costs. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'  
4 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants  
5 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 23. Plaintiff is informed and believes, and based thereon alleges, Defendants knew or  
7 should have known it imposed systematic quota and production demands on Plaintiff and other  
8 Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under Labor  
9 Code sections 2100, *et seq.* Specifically, Plaintiff is informed and believes, and based thereon alleges,  
10 that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff and  
11 Aggrieved Employees from complying with laws pertaining to meal periods, rest periods, bathroom  
12 breaks (including, without limitation, reasonable travel time to and from bathroom facilities), and/or  
13 exposing them to safety or Occupational Safety and Health Administration ("OSHA") hazards.  
14 Defendants, or some of them, constitute a "covered employer" and its warehouse employees are  
15 "covered employees." Defendants, or some of them, implement quotas as defined in Labor Code  
16 section 2100, subdivision (h) and subjects Employee and Aggrieved Employees to adverse  
17 employment actions as defined in Labor Code section 2102. Furthermore, Defendants, or some of  
18 them, willfully, knowingly and intentionally established quotas that harmed Plaintiff and Aggrieved  
19 Employees all to increase Defendants' profits without concern for employee safety. Defendants, in  
20 fact, tracked meals, rest, and recovery periods, that were not provided and did nothing to change its  
21 policies and practices. Defendants also restricted and monitored the use of bathroom facilities and  
22 charged the time Plaintiff and Aggrieved Employees used the bathroom against their quota. In other  
23 words, Plaintiff and Aggrieved Employees who did not wait to use the restroom during meal or rest  
24 periods or before or after their shift, were penalized for not meeting the quota either through  
25 reprimands, warnings, and termination. Defendants maintained a point system designed to prevent  
26 Plaintiff and Aggrieved Employees from complying with California law as alleged in this Notice and  
27 systematically used to punish Plaintiff and Aggrieved Employees. Furthermore, Defendants prevented  
28 compliance with California's meal and rest break laws and failed to consider meal and rest breaks as

1 productive time when Plaintiff and Aggrieved Employees were required to remain on call in violation  
2 of Labor Code section 2103, subdivision (b). Plaintiff and Aggrieved Employees were not permitted  
3 to take compliant meal breaks, rest breaks, and/or rest and recovery periods when requested, due to  
4 Defendants' unlawful policy and practice to favor production goals over the rights of Plaintiff and  
5 Aggrieved Employees. Consequently, Plaintiff and other Aggrieved Employees were not provided  
6 with meal periods (or second meal periods); and/or authorized or permitted to take rest periods  
7 (including second or third rest periods); and/or recovery periods; and Defendants' policies prevented  
8 Aggrieved Employees from taking these meal, rest and/or recovery periods as required by California  
9 law. Furthermore, Defendants did not provide to Plaintiff and Aggrieved Employees a written  
10 description of each quota that was applicable to Plaintiff and Aggrieved Employees; maintained secret  
11 (undisclosed) quotas; and failed to provide written disclosures each and every time quotas changed  
12 either seasonally, daily, hourly, weekly and/or monthly. This includes the number of tasks to be  
13 performed or materials that must be produced or handled within a time period, and any potential  
14 adverse employment action that could result from failing to meet the quota. This information has not  
15 been given by Defendants to Plaintiff and Aggrieved Employees, including when hired, commencing  
16 on January 1, 2022 to the present. Additionally, Defendants changed the "quota" regularly without  
17 notice, as often as per pay period. Defendants were also required to provide a new written quota  
18 disclosure each and every time the quota changed and failed to do so since the Notice was provided.  
19 Defendants failed to produce Plaintiff's written quota disclosure upon written request pursuant to  
20 Labor Code sections 2100 through 2112 and failed to provide written disclosures to Plaintiff and  
21 Aggrieved Employees, including new hires, since January 1, 2022, as well as to current employees  
22 each time the quota changed. Defendants had and have a policy and practice of taking adverse  
23 employment action against Plaintiff and Aggrieved Employees for failing to meet a quota that does  
24 not allow Plaintiff and Aggrieved Employees to comply with meal and rest periods, or occupational  
25 health and safety laws in the Labor Code or Division Standards, or for failure to meet a quota that has  
26 not been disclosed to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101.  
27 Plaintiff thus violated Labor Code sections 2100 through 2112. Plaintiff and Aggrieved Employees  
28 personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved

1 Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also  
2 be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699.  
3 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above  
4 gave rise to such violations was malicious, fraudulent, or oppressive, particularly given, among other  
5 reasons, Defendants have been sued for these violations in the past. Thus, Defendants would further  
6 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 24. In addition to the above, Plaintiff is informed and believes, and based thereon alleges  
8 that Defendants failed and continue to fail to keep adequate or accurate time records including wage  
9 statements and similar payroll documents under Labor Code section 226, documents signed to obtain  
10 or hold employment under Labor Code section 432, personnel records under Labor Code section  
11 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and other  
12 Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants also  
13 failed to provide these documents to Plaintiff and other Aggrieved Employees upon request Mary 15,  
14 2025 in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees personally  
15 suffered these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to  
16 penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for  
17 civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff is further informed  
18 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations  
19 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties  
20 pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 25. Plaintiff is further informed and believes, and based thereon alleges that Defendants  
22 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor  
23 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to  
24 provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay  
25 applicable to their employment; any allowances claimed as part of the minimum wage; the regular  
26 payday designated by Defendants; the name of the employer, including any "doing business as" names  
27 used by the employer; the physical address of the employer's main office and the telephone number  
28 of the employer; the name, address and telephone number of the workers' compensation insurance

1 carrier; information regarding paid sick leave; and other pertinent information required to be disclosed  
2 by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that Defendants'  
3 failure to provide such information, including rates of pay that are in effect, has permitted Defendants  
4 to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime  
5 wage laws in California. Plaintiff is informed and believes that failure to provide such information,  
6 including rates of pay that are in effect, has permitted Defendants to pay employees at rates of pay  
7 that were not agreed upon and violate minimum wage and overtime wage laws in California. Plaintiff  
8 is informed and believes that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and  
9 other Aggrieved Employees personally suffered these violations. Plaintiff is further informed and  
10 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was  
11 malicious, fraudulent, or oppressive. Among other relief, employees may collect from Defendants in  
12 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699,  
13 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil  
14 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 26. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
16 has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing  
17 violations of state and federal law, either within Employer to their managers or outside of Defendants  
18 to private attorneys or government officials, among others, in violation of Labor Code section 1102.5.  
19 Plaintiff and other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is  
20 informed and believes that these policies and/or practices prevent Plaintiff and other Aggrieved  
21 Employees from disclosing information about unsafe or discriminatory working conditions, or about  
22 wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other  
23 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these  
24 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections  
25 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed  
26 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations  
27 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties  
28 pursuant to Labor Code section 2699(f)(2)(B)(ii).

1        27.        Since January 1, 2022, and continuing to the present, Defendants have had a consistent  
2 policy of willfully and intentionally failing to comply with Labor Code sections 2100, 2101, 2102,  
3 2103, 2104, 2105 and 2108 in connection with Plaintiff and Class Members who, like Plaintiff, were  
4 covered employees under Labor Code section 2100, within the State of California. Class Members,  
5 like Plaintiff, had a sundry of duties subject to production targets and quotas. Under Defendants'  
6 quotas, Plaintiff and Class Members are assigned and/or required to perform at a specified  
7 productivity speed, and/or perform a quantified number of tasks, and/or handle and/or produce a  
8 quantified amount of material, within a defined time period. Moreover, Plaintiff and Class Members  
9 suffered adverse employment actions if they failed to complete the performance standard for  
10 Defendants, and each of them.

11        28.        Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action  
12 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,  
13 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2100, 2101, 2102, 2103, 2104, 2105, 2108,  
14 2802, and California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum  
15 wages, payment of premium wages for missed meal and rest periods, failure to pay timely wages,  
16 waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, failing  
17 to pay vested vacation time and/or sick time at the proper rate of pay, other such provisions of  
18 California law, and reasonable attorneys' fees and costs.

19        29.        Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action  
20 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,  
21 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,  
22 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for  
23 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement  
24 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the proper  
25 rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

26        30.        Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to  
27 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)  
28 prohibiting Defendants from further violating the Labor Code and requiring the establishment of

1 appropriate and effective means to prevent further violations, as well as all monies owed but withheld  
2 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution  
3 of amounts owed.

#### 4 **CLASS ACTION ALLEGATIONS**

5 31. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action  
6 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and  
7 former non-exempt employees of Defendants within the State of California at any time commencing  
8 four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class  
9 action is provided to the class (collectively referred to as "Class Members").

10 32. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)  
11 to amend or modify the class description with greater specificity, further divide the defined class into  
12 subclasses, and to further specify or limit the issues for which certification is sought.

13 33. This action has been brought and may properly be maintained as a class action under  
14 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of  
15 interest in the litigation and the proposed Class is easily ascertainable.

#### 16 **A. Numerosity**

17 34. The potential Class Members as defined are so numerous that joinder of all the  
18 members of the Class is impracticable. While the precise number of Class Members has not been  
19 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members  
20 employed by Defendants within the State of California.

21 35. Accounting for employee turnover during the relevant periods necessarily increases  
22 this number. Plaintiff alleges Defendants' employment records would provide information as to the  
23 number and location of all Class Members. Joinder of all members of the proposed Class is not  
24 practicable.

#### 25 **B. Commonality**

26 36. There are questions of law and fact common to Class Members. These common  
27 questions include, but are not limited to:

28 ///

- 1 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours  
2 worked at a proper overtime rate of pay?
- 3 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for  
4 all other time worked at the employee's regular rate of pay and a rate of pay that is  
5 greater than the applicable minimum wage?
- 6 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class  
7 Members to take compliant meal periods?
- 8 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members  
9 with additional wages for missed or interrupted meal periods?
- 10 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class  
11 Members to take compliant rest periods?
- 12 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members  
13 with additional wages for missed rest periods?
- 14 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class  
15 Members upon termination or resignation all wages earned?
- 16 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code  
17 section 203?
- 18 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing  
19 Class Members with accurate wage statements?
- 20 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor  
21 Code section 204?
- 22 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or  
23 losses incurred in direct consequence of the discharge of their duties or by obedience  
24 to the directions of Defendants as required under Labor Code section 2802?
- 25 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members  
26 with compensation at their final rate of pay for vested paid vacation time?
- 27 M. Did Defendants' practices and policies violate Labor Code sections 2100 through 2105  
28 for requiring employees to meet excessive and unlawful quotas thereby preventing

1           them from complying with rest, recovery and meal periods, their ability to use restroom  
2           facilities, travel to and from restroom facilities, an/or expose them to safety and  
3           Occupational Safety and Health Administration (“OSHA”) violations?

4           N. Did Defendants violate the Unfair Competition Law, Business and Professions Code  
5           section 17200, *et seq.*, by their unlawful practices as alleged herein?

6           O. Are Class Members entitled to restitution of wages under Business and Professions  
7           Code section 17203?

8           P. Are Class Members entitled to costs and attorneys’ fees?

9           Q. Are Class Members entitled to interest?

10          **C.    Typicality**

11          37.       The claims of Plaintiff herein alleged are typical of those claims which could be alleged  
12       by any Class Members, and the relief sought is typical of the relief which would be sought by each  
13       Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages  
14       arising out of and caused by Defendants’ common course of conduct in violation of laws and  
15       regulations that have the force and effect of law and statutes as alleged herein.

16          **D.    Adequacy of Representation**

17          38.       Plaintiff will fairly and adequately represent and protect the interest of Class Members.  
18       Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class  
19       actions.

20          **E.    Superiority of Class Action**

21          39.       A class action is superior to other available means for the fair and efficient adjudication  
22       of this controversy. Individual joinder of all Class Members is not practicable, and questions of law  
23       and fact common to Class Members predominate over any questions affecting only individual Class  
24       Members. Class Members, as further described therein, have been damaged and are entitled to  
25       recovery by reason of Defendants’ policies and/or practices that have resulted in the violation of the  
26       Labor Code at times, as set out herein.

27          40.       Class action treatment will allow Class Members to litigate their claims in a manner  
28       that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of

any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

**F. Public Policy Considerations**

41. Employees in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or means. Class actions provide class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

42. The quota laws clearly state that an employee cannot be required to meet a quota that prevents compliance with meal or rest breaks, use of bathroom facilities (including reasonable travel time to and from bathrooms), or compliance with occupational health and safety standards. A quota that prevents compliance with meal or rest breaks, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards is unlawful and may not be the basis for an adverse employment action. A quota may be illegal if it directly or indirectly precludes employees from exercising these statutory rights. For example, a quota that requires that employees always be engaged in productive activity during work hours would be unlawful as it would directly prevent employees from taking meal and rest periods to prevent them from using bathroom facilities during work hours or exercising their rights regarding health and safety standards. Similarly, a quota may be so high that if an employee takes meals and rests, goes to the bathroom, or attempts to exercise their rights under occupational health and safety standards, they will fail to meet the quota. Such a quota indirectly precludes an employee from exercising these statutory rights and is also unlawful. An employer cannot take adverse employment action against an employee for failing to meet an unlawful quota or a quota that has not been disclosed to the employee. (*See* Lab. Code, § 2103; *see* DLSE FAQ summary and description of California's quota laws at [https://www.dir.ca.gov/dlse/FAQ\\_warehousequotas.htm/](https://www.dir.ca.gov/dlse/FAQ_warehousequotas.htm/).)

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**PAGA REPRESENTATIVE ALLEGATIONS**

43. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

44. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

45. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the PAGA Period.

46. Pursuant to Labor Code section 2699.3, on or around August 6, 2025, Plaintiff provided written notice of Defendants’ violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

47. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65) calendar days of the PAGA Notice.

48. To the extent Defendants, or any of them, previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

49. In the event that Defendants, or any of them, is/are determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to

1 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

2 50. In the event that Defendants, or any of them, is/are determined to have, prior to this  
3 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff  
4 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions  
5 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section  
6 2699(g)(1)-(3).

7 51. In the event that Defendants, or any of them is/are deemed to have adequately taken  
8 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)  
9 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor  
10 Code section 2699(h)(1)-(3).

11 52. In the event, the LWDA and/or a court issued a finding or determination to the  
12 Defendants, or any of them, that within five (5) years preceding the date of the PAGA Notice the  
13 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or  
14 any of them, would be subject to heightened penalties pursuant to Labor Code sections  
15 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor  
16 Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the  
17 PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as  
18 detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other  
19 reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any of them,  
20 are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack  
21 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

## 22 **FIRST CAUSE OF ACTION**

### 23 **(Failure to Pay Overtime Wages – Against All Defendants)**

24 53. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
25 preceding paragraphs as though fully set forth hereat.

26 54. At all relevant times, Plaintiff and Class Members were employees or former  
27 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable  
28 Wage Orders.

1       55.       At all times relevant to this Complaint, Labor Code section 510 was in effect and  
2 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in  
3 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at  
4 the rate of no less than one and one-half times the regular rate of pay for an employee.”

5       56.       At all times relevant to this Complaint, Labor Code section 510 further provided that  
6 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice  
7 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh  
8 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

9       57.       Four (4) years prior to the filing of the Complaint in this Action through the present,  
10 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more  
11 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)  
12 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a  
13 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours  
14 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to  
15 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come  
16 early to work and leave work late without being able to clock in for all that time, to suffer under  
17 Defendants’ control due to long lines for clocking in, to complete pre-shift tasks before clocking in  
18 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock  
19 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company  
20 meetings off the clock, to make phone calls off the clock, to drive off the clock, and/or go through  
21 security screenings and/or temperature checks off the clock; failing to include all forms of  
22 remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask  
23 allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods  
24 where overtime was worked and the additional compensation was earned for the purpose of  
25 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or  
26 manipulation of time entries to the detriment of Plaintiff and Class Members.

27       58.       Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than  
28 eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays

1 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on  
2 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and  
3 applicable IWC Wage Orders, and California law.

4 59. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been  
5 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus  
6 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and  
7 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

## 8 **SECOND CAUSE OF ACTION**

### 9 **(Failure to Pay Minimum Wages – Against All Defendants)**

10 60. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
11 preceding paragraphs as though fully set forth hereat.

12 61. At all relevant times, Plaintiff and Class Members were employees or former  
13 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

14 62. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class  
15 Members were entitled to receive minimum wages for all hours worked or otherwise under  
16 Defendants' control.

17 63. For four (4) years prior to the filing of the Complaint in this Action through the present,  
18 Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular  
19 rate of pay that is above the minimum wage; engaged, suffered, or permitted employees to work off  
20 the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to  
21 work and leave late work without being able to clock in for all that time, to suffer under Defendants'  
22 control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift  
23 tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest  
24 periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings  
25 off the clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of  
26 employee time entries; editing and/or manipulation of time entries to show less hours than actually  
27 worked; failing to pay split shift premiums; and failing to pay reporting time pay] to the detriment of  
28 Plaintiff and Class Members.

64. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

65. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

### THIRD CAUSE OF ACTION

**(Failure to Provide Meal Periods – Against All Defendants)**

66. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

67. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

68. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

69. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

70. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided

1 compliant meal periods.

2 71. By their failure to provide Plaintiff and Class Members compliant meal periods as  
3 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to  
4 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully  
5 violated the provisions of Labor Code section 512 and applicable Wage Orders.

6 72. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have  
7 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed  
8 for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

9 73. Plaintiff and Class Members are entitled to recover the full amount of their unpaid  
10 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus  
11 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,  
12 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

13 **FOURTH CAUSE OF ACTION**

14 **(Failure to Provide Rest Periods – Against All Defendants)**

15 74. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
16 preceding paragraphs as though fully set forth hereat.

17 75. At all relevant times, Plaintiff and Class Members were employees or former  
18 employees of Defendants covered by applicable Wage Orders.

19 76. California law and applicable Wage Orders require that employers "authorize and  
20 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work  
21 period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3  
22 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts  
23 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest  
24 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)  
25 minutes of paid rest period.

26 77. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee  
27 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare  
28 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's

1 regular rate of compensation for each work day that the rest period is not provided.

2 78. For four (4) years prior to the filing of the Complaint in this Action through the present,  
3 Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-  
4 minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.  
5 Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's  
6 regular rate of compensation on the occasions that Class Members were not authorized or permitted  
7 to take compliant rest periods.

8 79. By their failure, at times, to authorize and permit Plaintiff and Class Members to take  
9 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's  
10 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully  
11 violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

12 80. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have  
13 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed  
14 for rest periods that they were not authorized or permitted to take.

15 81. Plaintiff and Class Members are entitled to recover the full amount of their unpaid  
16 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest  
17 and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of  
18 Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

## 19 **FIFTH CAUSE OF ACTION**

### 20 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

21 82. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
22 preceding paragraphs as though fully set forth hereat.

23 83. At all relevant times, Plaintiff and Class Members were employees or former  
24 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable  
25 Wage Orders.

26 84. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were  
27 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.  
28 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge

1 immediately upon termination. Class Members who resigned were entitled to payment of all wages  
2 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they  
3 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the  
4 time of resignation.

5 85. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years  
6 before the filing of the Complaint in this Action through the present, Defendants, due to the failure,  
7 at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all  
8 wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

9 86. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and  
10 Class Members all wages earned prior to termination or resignation in accordance with Labor Code  
11 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and  
12 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but  
13 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections  
14 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or  
15 resignation.

16 87. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to  
17 waiting time penalties from the date their earned and unpaid wages were due, upon termination or  
18 resignation, until paid, up to a maximum of thirty (30) days.

19 88. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have  
20 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned  
21 prior to termination or resignation.

22 89. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections  
23 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover  
24 waiting time penalties, interest, and their costs of suit, as well.

## 25 **SIXTH CAUSE OF ACTION**

### 26 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

27 90. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
28 preceding paragraphs as though fully set forth hereat.

1       91.       At all relevant times, Plaintiff and Class Members were employees or former  
2 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

3       92.       Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were  
4 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized  
5 statement that accurately reflects, among other things, gross wages earned; total hours worked; net  
6 wages earned; all applicable hourly rates in effect during the pay period and the corresponding number  
7 of hours worked at each hourly rate; among other things.

8       93.       Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year  
9 before the filing of the Complaint in this Action through the present, Defendants failed to comply with  
10 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their  
11 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that  
12 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all  
13 applicable hourly rates in effect during the pay period and the corresponding number of hours worked  
14 at each hourly rate; among other things.

15       94.       Defendants' failure to, at times, provide Plaintiff and Class Members with accurate  
16 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff  
17 and the other Class Members with accurate wage statements, but, at times, willfully provided wage  
18 statements that Defendants knew were not accurate.

19       95.       As a result of Defendants' unlawful conduct, Plaintiff and Class Members have  
20 suffered injury. The absence of accurate information on Class Members' wage statements at times  
21 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and  
22 mathematical computations to determine the amount of wages owed; causes difficulty and expense in  
23 attempting to reconstruct time and pay records; and led to submission of inaccurate information about  
24 wages and amounts deducted from wages to state and federal governmental agencies, among other  
25 things.

26       96.       Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are  
27 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code  
28 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay

1 period, not to exceed an aggregate \$4,000.00 per employee.

2 97. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure  
3 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full  
4 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,  
5 and costs of suit.

## 6 **SEVENTH CAUSE OF ACTION**

### 7 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

8 98. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and  
9 incorporate each by reference as though fully set forth hereat.

10 99. At all relevant times, Plaintiff and Class Members were employees or former  
11 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

12 100. Labor Code section 204 provides that “[l]abor performed between the 1<sup>st</sup> and 15<sup>th</sup> days,  
13 inclusive, of any calendar month shall be paid for between the 16<sup>th</sup> and 26<sup>th</sup> day of the month during  
14 which the labor was performed, and labor performed between the 16<sup>th</sup> and the last day, inclusive, of  
15 any calendar month, shall be paid for between the 1<sup>st</sup> and 10<sup>th</sup> day of the following month.”

16 101. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely  
17 independent and apart from, any other penalty provided in this article, every person who fails to pay  
18 the wages of each employee as provided in Sections 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5,  
19 shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100)  
20 for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or  
21 intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25  
22 percent of the amount unlawfully withheld.”

23 102. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year  
24 before the filing of the Complaint in this Action through the present, Defendants employed policies  
25 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with  
26 Labor Code section 204.

27 103. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to  
28 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred

1 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each  
2 subsequent violation in connection with each payment that was made in violation of Labor Code  
3 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

4 104. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and  
5 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,  
6 interest, and their costs of suit, as well.

7 **EIGHTH CAUSE OF ACTION**

8 **(Violation of Labor Code § 2802 – Against All Defendants)**

9 105. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
10 preceding paragraphs as though fully set forth hereat.

11 106. At all relevant times, Plaintiff and Class Members were employees or former  
12 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

13 107. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify  
14 his or her employee for all necessary expenditures or losses incurred by the employee in direct  
15 consequence of the discharge of his or her duties . . .”

16 108. For three (3) years prior to the filing of the Complaint in this Action through the  
17 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,  
18 necessary expenditures or losses in direct consequence of the discharge of their duties or at the  
19 obedience to the directions of Defendants that included, without limitation: laundering mandatory  
20 work uniforms; and mileage and/or gas costs incurred in driving personal vehicles for work-related  
21 purposes.

22 109. During that time period, Plaintiff is informed and believes, and based thereon alleges  
23 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand Class  
24 Members for those losses and/or expenditures.

25 110. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have  
26 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-  
27 described losses and/or expenditures.

28 ///

111. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

#### **NINTH CAUSE OF ACTION**

##### **(Violation of Labor Code § 227.3 – Against All Defendants)**

112. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereon.

113. According to Labor Code section 227.3, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.

114. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and that Plaintiff's employment contract with Defendants included paid vacations.

115. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated employees or former employees within the State of California with compensation at their final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

116. As a proximate result of Defendants' failure to pay vested vacation at the final rate of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at their final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

117. As a further proximate result of Defendants' above-described acts and/or omissions, Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and prejudgment interest.

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1 **TENTH CAUSE OF ACTION**

2 **(Violation of California's Quota Law –Against All Defendants)**

3 118. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and  
4 incorporate each by reference as though fully set forth hereat.

5 119. At all relevant times, Defendants had a duty to comply with Labor Code sections 2100  
6 *et seq.*

7 **Defendants Failed to Disclose Quotas & Enforces Undisclosed Quotas**

8 120. Starting January 1, 2022, Defendants were required to provide each new hire a written  
9 description of each quota the Defendants required Plaintiff and Class Members to work under. This  
10 includes the number of tasks to be performed or materials that must be produced or handled within a  
11 time period, and any potential adverse employment action that could result from failing to meet quotas  
12 as defined by Labor Code 2100 *et. seq.*

13 121. Plaintiff and Class Members routinely worked more than 12 hours in Defendants'  
14 warehouses and logistics centers throughout California and strictly enforced its unlawful quotas.  
15 Defendants knew they had a duty to disclose written quotas in compliance with California's quota  
16 laws and failed to comply with its legal duty despite the advice of its legal counsel.

17 122. Defendants had and have the financial ability to comply with California's quota laws,  
18 but willfully, knowingly and intentionally refuse to comply despite its profit and financial strength.  
19 Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants  
20 were advised by skilled lawyers, employees, and other professionals who were knowledgeable about  
21 California's wage and hour laws, employment and personnel practices, and the requirements of  
22 California law.

23 123. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should  
24 have known they imposed systematic quota and production demands on Plaintiff and Class Members  
25 which violated the rights of employees pursuant to Labor Code sections 2100 *et. seq.* Defendants, and  
26 each of them, know and have known at all times herein referenced that it requires and required Plaintiff  
27 and Class Members "...to meet a quota that prevents compliance with meal or rest breaks, use of  
28 bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational

1 health and safety laws in the Labor Code or division standards” in violation of Labor Code section  
2 2102.

3 Illegal Quotas Created Safety/OSHA Risks and/or Increased Injury Rates

4 124. On information and belief, hundreds of employees have suffered quota related injuries  
5 since January 1, 2022. On information and belief, Defendants, and each of them, have an unwritten  
6 policy which is implemented through supervisors and managers that eliminates injured employees.  
7 While Defendants, and each of them, sometimes offer light duty positions and tasks, the reality is  
8 injured employees were targeted for elimination for one well known reason: the perception and false  
9 belief that injured employees could not meet Defendants’ illegal quotas. Ultimately, injured  
10 employees are categorized as unproductive employees and are terminated for “low performance.”

11 125. Defendants, and each of them, willfully, knowingly and intentionally failed to establish  
12 quotas that did not harm Plaintiff and Class Members in order to increase Defendants’ profits without  
13 concern for employee safety. Defendants’ quotas required Plaintiff and Class Members, to meet  
14 quantified work and production targets and quotas relating to their warehouse duties.

15 Defendants’ Warehouse Employees are Covered Employees

16 126. Defendants, and each of them, are covered employers and maintain, implement, and  
17 enforces illegal quotas. Plaintiff and Class Members are subject to quotas and are protected by Labor  
18 Code section 2100, subdivision (h), which states that a "quota" means a work standard under which  
19 an employee is assigned or required to perform at a specified productivity speed, or perform a  
20 quantified number of tasks, or to handle or produce a quantified amount of material, within a defined  
21 time period and under which the employee may suffer an adverse employment action if they fail to  
22 complete the performance standard.”

23 127. Defendants, and each of them, measure, analyze, store, evaluate and/or rate warehouse  
24 employees’ performance based on employee work speed data and subsequently takes adverse action  
25 against them for failing to meet undisclosed quotas. Labor Code section 2100 states at subdivision  
26 (e)(1) that ““employee work speed data’ means information an employer collects, stores, analyzes, or  
27 interprets relating to an individual employee's performance of a quota, including, but not limited to,  
28 quantities of tasks performed, quantities of items or materials handled or produced, rates or speeds of

1 tasks performed, measurements or metrics of employee performance in relation to a quota, and time  
2 categorized as performing tasks or not performing tasks.” Under section (e)(2), “‘employee work  
3 speed data’ does not include qualitative performance assessments, personnel records, or itemized  
4 wage statements pursuant to Section 226, except for any content of those records that includes  
5 employee work speed data as defined in this part.”

6 128. Defendants store, track, and analyze employees’ speed data to measure performance  
7 and takes adverse employment action against employees in violation of Labor Code section 2102,  
8 which states that “[a]n employee shall not be required to meet a quota that prevents compliance with  
9 meal or rest breaks, use of bathroom facilities, including reasonable travel time to and from bathroom  
10 facilities, or occupational health and safety laws in the Labor Code or division standards. An employer  
11 shall not take adverse employment action against an employee for failure to meet a quota that does  
12 not allow a worker to comply with meal and rest breaks, or occupational health and safety laws in the  
13 Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the  
14 employee pursuant to Section 2101.”

15 129. Plaintiff and Class Members, as alleged throughout this complaint, were required to  
16 meet excessive quotas. Defendants could comply with the law by complying with the law and refuse  
17 to do so. Defendants claim they do not have, maintain, implement, or require quotas of any of its  
18 warehouse employees.

19 Defendants Changes Quotas Regularly and Fail to Disclose New Quotas

20 130. Defendants failed to advise and/or disclose to new hires the written quota description  
21 as required by Labor Code section 2101. Moreover, Defendants, and each of them, change their quotas  
22 regularly and do not provide (a) written disclosure(s) to warehouse employees after each quota is  
23 updated or changed.

24 131. Defendants, and each of them, failed to disclose Plaintiff’s quota after Plaintiff  
25 demanded Plaintiff’s written disclosures pursuant to Labor Code section 2104, which states at (a)(1)  
26 that “[i]f a current or former employee believes that meeting a quota caused a violation of their right  
27 to a meal or rest break or required them to violate any occupational health and safety laws in the Labor  
28 Code or division standards, they have the right to request, and the employer shall provide, a written

1 description of each quota to which the employee is subject and a copy of the most recent 90 days of  
2 the employee's own personal work speed data.” Subdivision (a)(2) states that “[i]f a former employee  
3 requests a written description of the quotas to which they were subject and a copy of their own  
4 personal work speed data pursuant to paragraph (1), the employer shall provide 90 days of the former  
5 employee's quotas and personal work speed data for the 90 days prior to the date of the employee's  
6 separation from the employer. Subdivision (a)(3) states that “[a] former employee is limited to one  
7 request pursuant to this subdivision.” Subdivision (b) states that “[a]n employer that receives a written  
8 or oral request for information pursuant to subdivision (a) shall comply with the request as soon as  
9 practicable, but no later than 21calendar days from the date of the request. Plaintiff, through their  
10 Counsel of record, served on Defendants a demand for a written description of the quotas they were  
11 subject to. Defendants ignored their request. More than 21 days have passed since the request for a  
12 written description and Defendants refuses to comply with the law. As such, Plaintiff is forced to  
13 both file a lawsuit and/or file for injunctive relief for Plaintiff and on behalf of Class Members.

#### 14 Quotas Interfered with Employees’ Use of Bathroom Facilities

15 132. Plaintiff and Class Members were restricted in their ability to use the bathroom  
16 facilities as a result of Defendants’ (and each of their) unlawful quota requirements, as alleged herein  
17 and above. Employees were monitored by Defendants’ leads and/or supervisors and were instructed  
18 to minimize the use of the bathroom facilities or were restricted to use bathroom facilities until the  
19 designated break time. As such, Defendants, and each of them, violated Labor Code sections 2100 *et.*  
20 *seq.*

#### 21 Illegal Quotas Created Safety/OSHA Risks and/or Increased Injury Rates

22 133. On information and belief, hundreds of employees have suffered quota related injuries.  
23 On information and belief, Defendants’ (and each of their) unwritten policies, which are implemented  
24 through supervisors and managers, is to eliminate injured employees. While Defendants, and each of  
25 them, sometimes offer light duty positions and tasks the reality is injured employees were targeted for  
26 elimination for one well known reason: the perception and false belief that injured employees could  
27 not meet Defendants’ illegal quotas. Ultimately, injured employees are categorized as unproductive  
28 employees and are terminated for “low performance.”

1                                    Quotas Adversely Impacted Meal & Rest Periods

2        134.            Defendants knew that Plaintiff and Class Members were entitled to receive legal meal  
3 periods. Defendants, and each of them, enacted quotas that prevented Plaintiff and Class Members  
4 from complying with California's meal period laws. Plaintiff and Class Members regularly worked in  
5 excess of five (5) and/or 10 hours per workday. In violation of the Labor Code and IWC Wage Orders,  
6 Plaintiff and Class Members did not receive compliant lunches because of Defendants' unlawful  
7 quotas.

8        135.            Defendants, and each of them, maintained excessive quota demands which interfered  
9 with Plaintiff and Class Members' ability to take legal meal periods and in fact it prevented them from  
10 complying with California law regarding lunches. For example, employees were monitored,  
11 reprimanded, and discouraged from taking meal periods. Employees were required under the penalty  
12 of reprimand or termination to clock in and out for meal periods. This ruse was implemented and  
13 required by Defendants for unlawful purposes. In reality, the unwritten meal period policy was to  
14 work through meal period or be punished. If Defendants can demonstrate employees clocked in and  
15 out for lunch, then it can falsely argue that they complied with California law in defending the many  
16 lawsuits accusing them of violating California break laws. The reality was, is, and will continue to be  
17 that Defendants' quotas are excessive and can only be met if Plaintiff and Class Members work  
18 through meal periods or take shortened meal periods.

19                                    On Duty/On Call Breaks

20        136.            Defendants also violated Labor Code section 2103 because it required and continues  
21 to require on duty or on call breaks and routinely interrupted breaks. Defendants, and each of them,  
22 know when warehouse employees are working through breaks to meet quotas in violation of Labor  
23 Code section 2103 which states, "(n)otwithstanding subdivision (a), consistent with existing law, meal  
24 and rest breaks are not considered productive time unless the employee is required to remain on call.

25        137.            Plaintiff and Class Members were regularly and routinely required to remain on call to  
26 meet quotas. Defendants required employees to regularly monitor quota statistics and receive and  
27 respond to messages when on breaks.

28        ///

1                    Quotas Adversely Impacted Class Members Right to Take Legal Rest Breaks

2        138.           Defendants knew that Plaintiff and Class Members were entitled to legal rest breaks.  
3 Defendants enacted quotas that prevented Plaintiff and Class Members from complying with  
4 California rest period laws.

5        139.           On information and belief, Defendants, and each of them, take adverse employment  
6 action against employees who choose and/or insist on a legal rest break. Class Members were  
7 monitored, reprimanded, and discouraged from using bathroom facilities until their designated time  
8 for rest breaks. However, this policy and practice was implemented and encouraged by Defendants'  
9 (and each of their) supervisory and/or managerial personnel such that if Class Members worked  
10 through rest break or took shortened rest breaks, they could meet Defendants' (and each of their) quota  
11 requirements.

12        140.           Defendants also implemented an illegal policy requiring Plaintiff and Class Members  
13 to "waive" meal periods. Plaintiff and Class Members were required to sign meal period waivers when  
14 in fact many employees did not want to sign waivers because they wanted a break. Plaintiff and, on  
15 information and belief, Class Members also complained about Defendants' unlawful breaks policies,  
16 as evidenced by the dozens of lawsuits for breaks violations, and faced retaliation and termination in  
17 violation of Labor Code section 2105 which states that "[f]or purposes of this part, there shall be a  
18 rebuttable presumption of unlawful retaliation if an employer in any manner discriminates, retaliates,  
19 or takes any adverse action against any employee within 90 days of the employee doing either of the  
20 following: (a) Initiating the employee's first request in a calendar year for information about a quota  
21 or personal work speed data pursuant to subdivision (a) of Section 2104; (b) Making a complaint  
22 related to a quota alleging any violation of Sections 2101 to 2104, inclusive, to the commissioner, the  
23 division, other local or state governmental agency, or the employer.

24                    Injunctive Relief

25        141.           Plaintiff and Class Members were and continue to labor under the constant threat of  
26 Defendants' adverse employment action in violation of Labor Code sections 2100 *et. seq.*

27        142.           Defendants knew or should have known that its quotas were and continue to be illegal.  
28 Defendants new and know its quotas require Plaintiff and Class Members to expose themselves to

1 OSHA hazards and other safety hazards. Defendants have been sued many times for violating  
2 California's wage and hour laws. Despite prior, current and future litigation, Defendants, and each of  
3 them, will continue to violate California's quota laws absent a jury award in Plaintiff and Class  
4 Members' favor

5 143. Plaintiff and Class Members are entitled to injunctive relief under California Labor  
6 Code section 2108, compelling Defendants to comply with California Labor Code sections 2100 *et*  
7 *seq.*, and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

### 8 **ELEVENTH CAUSE OF ACTION**

#### 9 **(Unfair Competition – Against All Defendants)**

10 144. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
11 preceding paragraphs as though fully set forth hereat.

12 145. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct  
13 of Defendants alleged herein constitutes unfair competition within the meaning of Business and  
14 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges  
15 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least  
16 four (4) years prior to the filing of this action and continuing to the present, Defendants have had a  
17 consistent policy of failing to provide Plaintiff and similarly situated employees or former employees  
18 within the State of California with the rights provided to them under the Healthy Workplace Healthy  
19 Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business  
20 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other  
21 comparable companies doing business in the State of California that comply with their obligations to  
22 compensate employees in accordance with the Labor Code.

23 146. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class  
24 Members have suffered injury in fact and lost money or property.

25 147. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members  
26 are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and  
27 requiring the establishment of appropriate and effective means to prevent further violations, as well  
28 as restitution of all wages and other monies owed to them under the Labor Code, including interest

1 thereon, in which they had a property interest and which Defendants nevertheless failed to pay them  
2 and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and  
3 Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure  
4 to comply with the Labor Code.

5 148. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure  
6 section 1032 and interest under Civil Code section 3287.

7 **TWLEFTH CAUSE OF ACTION**

8 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

9 149. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the  
10 preceding paragraphs as though fully set forth hereat.

11 **Civil Penalties Under Labor Code § 210**

12 150. At all relevant times herein, Labor Code section 204, requires and required that:  
13 “[l]abor performed between the 1<sup>st</sup> and 15<sup>th</sup> days, inclusive, of any calendar month shall be paid for  
14 between the 16<sup>th</sup> and 26<sup>th</sup> day of the month during which the labor was performed, and labor performed  
15 between the 16<sup>th</sup> and the last day, inclusive, of any calendar month, shall be paid for between the 1<sup>st</sup>  
16 and 10<sup>th</sup> day of the following month.”

17 151. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated  
18 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this  
19 article, every person who fails to pay the wages of each employee as provided in Sections 204, 204b,  
20 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial  
21 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each  
22 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each  
23 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

24 152. At all relevant times herein, Defendants have had a consistent policy or practice of  
25 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per  
26 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the  
27 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved  
28 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in

1 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per  
2 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of  
3 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in  
4 connection with each payment that was made in violation of Labor Code section 204.

5 Civil Penalties Under Labor Code § 226.3

6 153. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of  
7 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per  
8 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each  
9 violation in a subsequent citation, for which the employer fails to provide the employee a wage  
10 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

11 154. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in  
12 this section are in addition to any other penalty provided by law.”

13 155. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and  
14 have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by  
15 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that  
16 accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of  
17 each employer with whom they have been placed to work; all applicable hourly rates in effect during  
18 the pay period and the corresponding number of hours worked at each hourly rate; the legal name of  
19 the employer and/or the name and address of the legal entity securing the employer’s services if the  
20 employer is a farm labor contractor; and other such information as required by Labor Code section  
21 226, subdivision (a) and/or Labor Code section 226.2 to the extent it does not include for piece-rate  
22 work the information required therein including, without limitation, the quantity, rate and units  
23 worked per piece, as well as separately itemized non-productive time and rest and recovery periods.

24 156. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are  
25 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision  
26 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for  
27 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period  
28 for each subsequent violation.

1 Violation of Labor Code § 558

2 157. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person  
3 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating  
4 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty  
5 as follows:

- 6 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each  
7 pay period for which the employee was underpaid in addition to an amount sufficient  
8 to recover underpaid wages;
- 9 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid  
10 employee for each pay period for which the employee was underpaid in addition to an  
11 amount sufficient to recover underpaid wages;
- 12 3) Wages recovered pursuant to this section shall be paid to the affected employee.”

13 158. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each  
14 of them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating  
15 wages, hours and/or days of work as described herein, including but not limited to Labor Code sections  
16 203, 226, 226.7, 1194 and 2802.

17 159. As a direct and proximate result of the herein-described Labor Code violations,  
18 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover  
19 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars  
20 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars  
21 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

22 Violation of Labor Code § 1174.5

23 160. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required  
24 every person employing labor in California to “[a]llow any member of the commission or the  
25 employees of the Division of Labor Standards Enforcement free access to the place of business or  
26 employment of the person to secure any information or make any investigation that they are authorized  
27 by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the  
28 employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the

1 person.”

2 161. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required  
3 every person employing labor in California to “[k]eep a record showing the names and addresses of  
4 all employees employed and the ages of all minors.”

5 162. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required  
6 every person employing labor in California to “[k]eep, at a central location in the state or at the plants  
7 or establishments at which employees are employed, payroll records showing the hours worked daily  
8 by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid  
9 to, employees employed at the respective plants or establishments. These records shall be kept in  
10 accordance with rules established for this purpose by the commission, but in any case, shall be kept  
11 on file for not less than three years. An employer shall not prohibit an employee from maintaining a  
12 personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

13 163. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully  
14 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and  
15 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member  
16 of the commission or employees of the division to inspect records pursuant to subdivision (b) of  
17 [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

18 164. Plaintiff is informed and believes, and based thereon alleges, that Defendants have  
19 willfully failed to keep adequate or accurate time records including wage statements and similar  
20 payroll documents under Labor Code section 226, documents signed to obtain or hold employment  
21 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records  
22 under Labor Code section 1174.

23 165. As a direct and proximate result of the herein-described Labor Code violations,  
24 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to  
25 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five  
26 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

27 ///

28 ///

Violation of Labor Code § 1197.1

166. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

- 1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

167. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay, as described above.

168. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two

1 hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent  
2 violation.

3 Violation of Labor Code § 226.8

4 169. Pursuant to Labor Code section 226.8, subdivision (a): “It is unlawful for any person  
5 or employer to engage in any of the following activities:

6 (1) Willful misclassification of an individual as an independent contractor; and

7 (2) Charging an individual who has been willfully misclassified as an independent  
8 contractor a fee, or making any deductions from compensation for any purpose,  
9 including for goods, materials, space, rental, services, government licenses,  
10 repairs, equipment maintenance, or fines arising from the individual’s  
11 employment where any of the acts described in this paragraph would have  
12 violated the law if the individual had not been misclassified.

13 170. On April 30, 2018, the California Supreme Court issued its decision in *Dynamex*  
14 *Operations W., Inc. v. Superior Court*, 4 Cal. 5th 903, 416 P.3d 1 (2018), which adopted the “ABC”  
15 test for determining whether a worker is an independent contractor or an employee.

16 171. In September of 2019, the California legislature enacted Assembly Bill 5 (“AB5”),  
17 which codified the *Dynamex* decision’s use of the ABC test and further expanded the scope of its  
18 application. Under the tests adopted in *Dynamex* and AB5, SHIPT’s drivers undoubtedly would have  
19 been classified as employees in California. On October 29, 2019, Proposition 22 was filed, and on  
20 November 3, 2020, was approved by a majority of California voters at California Business and  
21 Professions Code section 7448, *et seq.*

22 172. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and  
23 Aggrieved Employees were misclassified as independent contractors under the ABC Test because,  
24 among other things, Plaintiff and Aggrieved Employees are not free from the control and direction of  
25 Defendants in connection with the performance of the work; and/or the work they perform is not  
26 outside the usual course of Defendants’ business; and/or they are not customarily engaged in an  
27 independently established trade, occupation or business of the same nature as that involved in the  
28 work performed.

1 173. As a direct and proximate result of the herein-described Labor Code violations,  
2 pursuant to Labor Code section 226.8, Plaintiff and other Aggrieved Employees are entitled to recover  
3 civil penalties for Defendants' herein-described Labor Code violations in the amount of five thousand  
4 dollars (\$5,000) to fifteen thousand dollars (\$15,000) for each violation, in addition to any other  
5 penalties or fines permitted by law pursuant to Labor Code section 226.8, subsection (b). Moreover,  
6 because there was a pattern and/or practice of these violations, Plaintiff and Aggrieved Employees  
7 shall be entitled to no less than ten thousand dollars (\$10,000) and up to twenty-five thousand dollars  
8 (\$25,000) for each violation, in addition to any other penalties or fines permitted by law, under Labor  
9 Code section 226.8(c).

10 Civil Penalties Under Labor Code § 2699

11 174. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other  
12 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and  
13 collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or  
14 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action  
15 brought by an aggrieved employee on behalf of himself or herself and other current or former  
16 employees pursuant to the procedures specified in Labor Code section 2699.3.

17 175. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each  
18 of them, violated the Labor Code sections described in the preceding paragraphs.

19 176. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one  
20 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and  
21 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to  
22 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

23 177. Moreover, Plaintiff and other Aggrieved Employees within the State of California  
24 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in  
25 connection with their herein-described claims for civil penalties.

26 **DEMAND FOR JURY TRIAL**

27 178. Plaintiff demands a trial by jury on causes of action one (1) through twelve (12)  
28 contained herein.

**PRAYER**

WHEREFORE, on behalf of Plaintiff, Class Members, and Aggrieved Employees, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as class representative and appointing Plaintiff's counsel as class counsel;
- C. Damages for all wages earned and owed, including minimum and overtime wages and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197 and 1199 and 227.3;
- D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512, 558.1 and 226.7;
- F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;
- G. Waiting time penalties under Labor Code sections 203 and 558.1;
- H. Penalties to timely pay wages under Labor Code section 210;
- I. Damages under Labor Code sections 2802 and 558.1;
- J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 226.8, 558, 1174.5, 1197.1, and 2699;
- K. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 226.8, 558, 1174.5, 1197.1, and 2699;
- L. Preliminary and permanent injunctions prohibiting Defendants from further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations including, without limitation, under Labor Code sections 17200, *et seq.* and 2100, *et seq.*;
- M. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;
- N. Prejudgment and post-judgment interest at the maximum rate allowed by law;

- 1 O. For attorneys' fees in prosecuting this action;  
2 P. For costs of suit incurred herein; and  
3 Q. For such other and further relief as the Court deems just and proper.  
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5 Dated: February 25, 2026

BIBIYAN LAW GROUP, P.C.

6 BY: /s/ Henry G. Glitz

MOLLY DESARIO

7 BRYCE BOMMER

8 HENRY G. GLITZ

Attorneys for Plaintiff DANIEL GOMEZ, and on  
9 behalf of all others similarly situated and  
10 aggrieved  
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