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 ANA LINARES,
 and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ANA LINARES, an individual, on behalf of
 herself and all others similarly situated,

Plaintiff,

vs.

PEGASUS TRUCKING LLC, a Delaware
 Limited Liability Company, and DOES 1-50,
 inclusive,

Defendant.

Case No.: **23STCV03500**

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Comply with California Law Concerning Payment of Lawful Wage For All Hours Worked, Including Overtime Hours Worked**
- 2. Failure to Pay Minimum Wage**
- 3. Failure to Provide Timely Meal Breaks**
- 4. Failure to Provide Rest Breaks, Potable Water, and Adequate Restroom Facilities**
- 5. Failure to Provide Suitable Seating**
- 6. Failure to Reimburse for Required Business Expenses**
- 7. Failure to Provide Accurate Itemized Wage Statements**
- 8. Unlawful Business Practices Bus & Prof. Code §17200**

JURY TRIAL DEMANDED

1 Plaintiff ANA LINARES, individually, and on behalf of all others similarly situated
2 (collectively “Plaintiffs”), alleges as follows:

3 NATURE OF THE ACTION

4 1. This is an employment class action on behalf of over 100 hourly, non-exempt employees
5 against their employer for violations of numerous wage and hour laws. Plaintiff brings this
6 employment class action complaint on behalf of herself, and all others similarly situated against
7 PEGASUS TRUCKING LLC, DOES 1-50, inclusive, (hereafter collectively “Defendant” or
8 “Defendants”).

9 2. Defendant PEGASUS TRUCKING LLC is a company that owns and operates a trucking
10 company in California. Plaintiff ANA LINARES worked for Defendant as an hourly, non-exempt
11 employee until May of 2022. Plaintiff and the proposed class earn at or near minimum wage.

12 3. As described further below, Defendant has violated the California Labor Code by (1)
13 failing to comply with California Law concerning payment of lawful wage for all hours worked,
14 including overtime hours worked (§218, 510, 558, 1194, 1197, 1198, 1199); (2) failing to pay
15 minimum wage (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (3) failing to
16 provide timely meal breaks (§226 (a), 226.7, 512, 558, 1198); (4) failing to provide rest breaks,
17 potable water, and adequate restroom facilities (§226, 226.7, 512, 558, 1198, 2350, 2441); (5)
18 failing to provide suitable seating (§1198); (6) failing to reimburse for required business expenses
19 (§1198, 2802); (7) failing to provide accurate wage statements and maintain accurate records
20 (§226, 1174); and (8) unlawful and unfair business practices (Bus. & Prof. Code §17200, et. seq.).

21 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
22 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
23 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
24 reasonable attorneys’ fees and costs. Pursuant to the class action procedures provided for under
25 California law, Plaintiff, on behalf of herself and proposed Class Members (also referred to as
26 “Class”), also seeks injunctive relief and restitution of all benefits Defendant has received from
27 their unlawful actions as alleged herein.
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5. The “Class Period” is designated as the four-year period prior to the filing of this Complaint through the date of the final disposition of this action. From the start of the Class Period through the present, Defendant has had a policy and/or practice of among other violations: late and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage statements, and ignoring and violating California wage and hour laws, in their business as more fully set forth below.

6. Defendant has treated all persons employed in California in such a way as to violate California's laws governing conditions of employment and payment of wages owed. Plaintiff asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the Class Members all wages owed, including overtime wages and meal and rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members are owed their back pay, plus interest and/or premiums and penalties under Business and Professions Code section 17203 to compensate Class Members and Class Members for the delay in receiving wages due.

7. Defendant, by and through their actions, have engaged in unfair competition, requiring restitution to persons affected and disgorgement of profits so obtained.

THE PARTIES

8. Plaintiff ANA LINARES is an individual who resides in California and worked for Defendant as an hourly, non-exempt employee until May of 2022.

9. Defendant PEGASUS TRUCKING LLC is a Delaware Limited Liability Company, doing business in California with the capacity to sue and to be sued and doing business, in Los Angeles County, State of California. Defendant exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class throughout the liability period.

10. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant is responsible in some manner for the occurrences herein alleged, and that the damages sustained

1 by Plaintiff and the Class Members herein alleged were proximately caused by such Doe
2 Defendants.

3 11. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
4 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
5 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
6 believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the
7 agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects
8 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendant.

9 **JURISDICTION AND VENUE**

10 12. Venue is proper in this judicial district because Defendant conducts business in this
11 County and Defendant has legal obligations to Plaintiff and many of the Class Members in this
12 case that arose in this county.

13 13. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed
14 the minimal jurisdictional limits of the Superior Court and will be established according to proof
15 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
16 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
17 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

18 14. The California Superior Court has jurisdiction in this matter because Plaintiff is a
19 resident of California and Defendant is incorporated in and/or qualified to do business in California
20 and regularly conduct business in California. Further, there is no federal question at issue as the
21 claims herein are based solely on California law.

22 **GENERAL ALLEGATIONS**

23 15. During the Class Period, Defendant committed various violations of the California
24 Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail.
25 Defendant enforce multiple policies that violate state law which are intended to increase its own
26 profits to the detriment of its employees.

27 16. Plaintiff and the putative class are employees of Defendant working in or for their
28 trucking company.

1 17. Defendant failed to compensate employees for overtime hours worked. Plaintiff and
2 class members were required to sometimes work off the clock and required to work while clocked
3 out for lunch. Plaintiff and class members also were frequently not given their meal break within
4 the statutory time period required and breaks were also sometimes late, missed, or interrupted.

5 18. Defendant failed to maintain a policy and practice that consistently provides its
6 employees with uninterrupted meal breaks and second meal breaks as required by California law.

7 19. Defendant failed to maintain a policy and practice that consistently provides its
8 employees with off-duty rest periods as required by California law.

9 20. Defendant failed to maintain a policy and practice that consistently provides its
10 employees with potable drinking water as required by California law.

11 21. Defendant failed to maintain a policy and practice that consistently provides its
12 employees with adequate bathroom facilities as required by California law.

13 22. Defendant failed to maintain a policy and practice that provides its employees with
14 suitable seating as required by California law.

15 23. Defendant failed to reimburse employees for required business expenses as required by
16 California law.

17 24. Defendant further failed to provide timely, accurate, itemized wage statements to
18 employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

19 25. Based upon the above allegations, Defendant engaged in unfair competition.

20 **CALIFORNIA CLASS ACTION ALLEGATIONS**

21 26. Plaintiff brings this action on behalf of herself, and all other persons similarly situated,
22 to recover from Defendant for failure to comply with California wage and hour laws, and for claims
23 under Business and Professions Code § 17200.

24 27. This action has been brought and may properly be maintained as a class action
25 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
26 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 100
27 employees who have been similarly injured by Defendant's unlawful employment policies and
28 practices.

1 28. The “Relevant Time Period” or proposed “Class Period” as defined herein commences
2 four years prior to the date of filing this Complaint.

3 29. Plaintiff brings this action on their behalf and as a class action under Cal. Code of
4 Civil Procedure §382 on behalf of the following defined groups:

5 30. Proposed Class: “All persons who are employed or have been employed by Defendant
6 in the State of California as hourly, non-exempt workers during the period of the relevant statute
7 of limitations.”

8 31. Proposed Sub-classes:

9 A. All persons who are employed or have been employed by Defendant in the State
10 of California as hourly, non-exempt workers during the period of the relevant
11 statute of limitations, who worked one or more shift in excess of five (5) hours.

12 B. All persons who are employed or have been employed by Defendant in the State
13 of California as hourly, non-exempt workers during the period of the relevant
14 statute of limitations, who worked one or more shifts in excess of six (6) hours.

15 C. All persons who are employed or have been employed by Defendant in the State
16 of California as hourly, non-exempt workers during the period of the relevant
17 statute of limitations, who worked one or more shifts in excess of eight (8)
18 hours.

19 D. All persons who are employed or have been employed by Defendant in the State
20 of California as hourly, non-exempt workers during the period of the relevant
21 statute of limitations, who worked one or more shifts in excess of three and one-
22 half hours (3 ½), but less than or equal to six (6) hours.

23 E. All persons who are employed or have been employed by Defendant in the State
24 of California as hourly, non-exempt workers during the period of the relevant
25 statute of limitations, who worked one or more shifts in excess of six (6) hours,
26 but less than or equal to ten (10) hours.
27
28

1 F. All persons who are employed or have been employed by Defendant in the State
2 of California as hourly, non-exempt workers during the period of the relevant
3 statute of limitations, who separated their employment from Defendant.

4 G. All persons who are employed or have been employed by Defendant in the State
5 of California as hourly, non-exempt workers during the period of the relevant
6 statute of limitations, who received pay for one or more pay periods.

7 32. This action is brought, and may properly be maintained, as a class action under CCP
8 §382 because there is a well-defined community of interest in the litigation, and the proposed Class
9 and Subclasses (collectively “Class”) are easily ascertainable.

10 33. Numerosity: The Proposed Class is so numerous that joinder of all members is
11 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
12 time period, Defendant employed over 100 putative Class Members who are geographically
13 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
14 available method for the fair and efficient adjudication of this controversy. Membership in the
15 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
16 records, among other records within Defendant’s possession and control.

17 34. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff,
18 like others similarly situated, was subjected to Defendant’s common, unlawful policies, practices,
19 and procedures described above. The Plaintiff’s positions at the company was typical of those of
20 other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because
21 each have sustained damages arising out of and caused by Defendant’s common course of conduct,
22 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the
23 Class.

24 35. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
25 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
26 California labor and employment litigation.

27 36. Commonality: Common questions of law and fact exist, including but not limited to
28 the following:

- i. Whether Defendant violated wage and hour laws by failing to pay for all hours worked, including overtime hours worked
- ii. Whether Defendant violated wage and hour laws by failing to provide timely meal breaks;
- iii. Whether Defendant's policy and practice concerning meal breaks was unlawful;
- iv. Whether Defendant violated wage and hour laws by failing to pay minimum wage;
- v. Whether Defendant violated wage and hour laws by failing to provide rest breaks;
- vi. Whether Defendant violated wage and hour laws by failing to provide potable water;
- vii. Whether Defendant violated wage and hour laws by failing to provide adequate restroom facilities;
- viii. Whether Defendant violated wage and hour laws by failing to provide suitable seating while working;
- ix. Whether Defendant violated wage and hour laws by failing to reimburse for required business expenses;
- x. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- xi. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- xii. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xiii. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;

- 1 xiv. Whether Defendant's conduct was willful and reckless;
- 2 xv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff
- 3 Class and the appropriate amount of reimbursement, restitution, damages, or
- 4 other compensation; and
- 5 xvi. What is the extent of liability of each Defendant, including DOE defendants,
- 6 to each Class and Subclass member?

7 37. Superiority: A class action is superior to other available methods of the fair and

8 efficient adjudication of the controversy, particularly in the context of wage and hour litigation

9 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual

10 actions impracticable given the expenses and burdens associated with seeking individual relief.

11 Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity

12 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning

13 employees who rely on their wages and requiring that each individual take time away from work

14 to prosecute individual actions would be inequitable and result in undue hardship for the individual

15 Class members and their families. Public policy favors efficient resolution of their claims and

16 uniform enforcement of California Labor laws against entities skirting their legal obligations at the

17 expense of a vulnerable working population.

18 38. Manageability: Plaintiff is informed and believes that all allegations in this Complaint

19 are capable of being determined on the same evidence and based primarily on review of corporate

20 records and key testimony of Defendant's corporate representatives. To the extent statistical

21 analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ

22 competent experts and consultants in the field to determine and review evidence for both issues of

23 liability and damages in a scientifically reliable manner.

24 39. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules

25 of Court, that the absent Class and Subclass Members be notified by the best notice practicable

26 under the circumstances, including individual notice to all members who can be identified through

27 reasonable effort. The names and address of the Class and Subclass Members are available from

28 Defendant.

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FIRST CAUSE OF ACTION

**FAILURE TO COMPLY WITH CALIFORNIA LAW CONCERNING PAYMENT OF
LAWFUL WAGE FOR ALL HOURS WORKED INCLUDING OVERTIME HOURS
WORKED**

Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199

(All Plaintiffs Against Defendant)

40. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

41. Defendant's conduct described in this complaint violates the provisions of Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199 and the pertinent Wage Orders.

42. Section 2(G) of the pertinent Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." When employees like Plaintiff and her coworkers earning at or near minimum wage do not receive payment for all hours worked as a result of unlawful employment practices, including time shaved from timecards, auto-deductions for meal periods, and waiting in line to clock in and out, the result is that they are earning less than the statutory minimum wages for all hours worked. Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Defendant has also failed to pay the required minimum wage for all hours worked and has failed to pay all wages owed twice per month.

43. Off-the-Clock Hours Worked. Plaintiff and other class members frequently worked off the clock and were routinely subjected to periods wherein they were under the Defendant's control but not compensated for their time. Plaintiff and other class members were required to perform several required duties off the clock. Plaintiff and Class Members were required to wait in line to clock in and out at time machines. The time machines did not accurately record employee time and/or Defendant would alter time records to underreport hours worked.

1 Defendant has violated Labor Code §§510 1194, 1198, 1199 and the Wage Order. Defendant is
2 liable for civil penalties pursuant to Labor Code §§558.

3 44. Work Performed During Unpaid Meal Periods. As more fully set forth below,
4 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of “not less
5 than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7
6 and 512. Plaintiff and other class members have been employed under conditions prohibited by
7 the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for
8 civil penalties pursuant to Labor Code §§558.

9 45. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay
10 Plaintiff and employee all wages earned twice during each calendar month pursuant to Labor
11 Code §204(a). Defendant failed to pay all wages earned to employees as a result of the unlawful
12 employment policies and practices discussed herein. As a result of these practices, Employees
13 were underpaid for hours worked, including penalty wages, and this underpayment resulted in a
14 failure to pay all wages owed twice per month.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGE**

17 Cal. Labor Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

18 (All Plaintiffs Against Defendant)

19 46. Plaintiff incorporates by reference in this cause of action each allegation of the
20 preceding paragraphs as though fully set forth herein.

21 47. Defendant’s conduct described in this complaint violates the provisions of Labor Code
22 §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

23 48. Pursuant to Labor Code sections 1194, 1194.2, and 1197, it is unlawful for an employer
24 to suffer or permit a California employee to work without paying wages at the proper minimum
25 wage for all time worked as required by the applicable IWC Wage Order.

26 49. Defendant failed to pay Plaintiff and other class members for all hours worked as a
27 result of Defendant’s practices described above. Based on Defendant’s unlawful conduct described
28 above, and because Plaintiff and the class members were paid at or near minimum wage,

1 employer's failure to pay for all hours worked, including overtime, resulted in a payment of less
2 than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and
3 the Wage Order. Defendant is liable for civil penalties pursuant to Labor Code §§558.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PROVIDE TIMELY MEAL BREAKS**

6 Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, Wage Order

7 (All Plaintiffs Against Defendant)

8 50. Plaintiff incorporates by reference in this cause of action each allegation of the
9 preceding paragraphs as though fully set forth herein.

10 51. Defendant's conduct described in this complaint violates the provisions of Labor Code
11 §§ 226 (a), 226.7, 512, 558, 1198.

12 52. Labor Code §512 provides, "[a]n employer may not employ an employee for a work
13 period of more than five hours per day without providing the employee with a meal period of not
14 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee
15 to work during any meal... period mandated by an applicable order of the Industrial Welfare
16 Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee
17 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
18 duty' meal period and counted as time worked."

19 53. In this case, Plaintiff and her coworkers frequently missed meal periods, or meal
20 periods were short or interrupted. However, regardless of whether or when a break was taken,
21 Defendant would automatically deduct time from all employee timecards.

22 54. The Wage Orders require employers to authorize and permit employees to take an
23 uninterrupted 30-minute meal period after no more than 5 hours of work. Pursuant to Labor Code
24 §1198, "the employment of any employee... under conditions of labor prohibited by the order is
25 unlawful." Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
26 "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code
27 §§226.7 and 512. Defendant never paid penalty pay to Plaintiff or class members for noncompliant
28 meal periods. As a derivative claim, Plaintiff alleges that her pay statements were inaccurate,

1 failing to include required meal period penalties, thus failing the requirements of Labor Code
2 §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to Cal.
3 Labor Code §558.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE REST BREAKS, POTABLE WATER AND ADEQUATE**
6 **RESTROOM FACILITIES**

7 Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2350, 2441, 3457, 6712

8 (Plaintiff Against Defendant)

9 55. Plaintiff incorporates by reference in this cause of action each allegation of the
10 preceding paragraphs as though fully set forth herein.

11 56. Defendant's conduct described in this complaint violates the provisions of Labor Code
12 §§ 226, 226.7, 512, 558, 1198, 2350, 2441, 3457, 6712.

13 57. Defendant has failed to maintain a policy and practice that provides or permits its
14 employees to take off-duty rest periods as required by California law. Plaintiff and class members
15 are entitled to at least a ten-minute rest period in which they are relieved of all duties, as required
16 by Cal. Lab. Code §226.7, §512 and the Wage Order. Plaintiff explains that she and her coworkers
17 frequently missed rest periods. On many occasions, no breaks were provided.

18 58. Defendant failed to pay Plaintiff and similarly situated employees all premium
19 compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest
20 periods) mandated by Labor Code §226.7 (b) for these missed rest periods. As a derivative claim,
21 Plaintiff alleges that pay statements were inaccurate, failing to include required rest period
22 penalties, thus failing the requirements of Labor Code §226(a) and §1198. As a result of these
23 violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §558.

24 59. Potable Drinking Water. Rest breaks did not comply with state laws as required by
25 Labor Code §226.7 for numerous reasons, including because employees were denied sufficient
26 potable water. California Labor Code §2441 requires employers to provide fresh, free, and pure
27 drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395
28 requires the provision of "potable drinking water meeting the requirements of §§1524, 3363, and

3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge.”⁸ CCR § 3457(c) further requires the provision of potable drinking water and single-use cups. Plaintiff and other class members were not provided with adequate potable drinking water, not nearly sufficient to meet the needs of the large number of employees working throughout the duration of the shift. Pursuant to §2441, “Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal. Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.”

60. Legally Compliant Bathrooms. Rest breaks did not comply with state laws as required by Labor Code §226.7 because workers had to deal with filthy bathroom conditions due to Defendant’s failure to maintain clean bathrooms. Workers sometimes brought their own soap and toilet paper due to the unsanitary conditions in the facility. California Labor Code §2350 requires employers to provides that “[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees.” Defendant violated §2350 by failing to provide and maintain sanitary bathrooms for employees. Defendant further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities. Cal. Code Regs. tit. 8, § 3457 requires that “[t]oilet facilities shall be, at all times, operational, maintained in a clean and sanitary condition, and kept in good repair. Written records of service and maintenance shall be maintained and retained for two years.” Labor Code §6712 requires toilets to be “serviced and maintained in a clean, sanitary condition and kept in good repair at all times, including written records of that service and maintenance.” Moreover, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.” Labor Code §6712. Further, the public policy of the State of California as codified, expressed and mandated

1 in Labor Code sections 6300, 6310 and 6400, et seq. requires all employers to take reasonable
2 steps to provide a safe and secure workplace. Unfortunately, bathrooms in Defendant's
3 workplaces were filthy, unsanitary, and non-compliant with minimum standards.

4 61. Defendant failed to pay Plaintiff and similarly situated employees the premium
5 compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest
6 periods) mandated by Labor Code §226.7 (b) for these noncompliant rest periods. Rest period
7 violations occurred daily, however no rest period penalty pay is listed on any paystubs. Pursuant
8 to Labor Code §1198, "the employment of any employee... under conditions of labor prohibited
9 by the order is unlawful." Accordingly, because Defendant violated Wage Order provisions
10 requiring rest breaks, Defendant violated §1198. As a result of these violations, Defendant is
11 liable for civil penalties pursuant to Cal. Labor Code §558. As a derivative claim, Plaintiff
12 alleges that her pay statements were inaccurate, failing to include required rest period penalties,
13 thus failing the requirements of Labor Code §226(a), resulting in further liability under Cal.
14 Labor Code §§ 558.

15 **FIFTH CAUSE OF ACTION**
16 **FAILURE TO PROVIDE SUITABLE SEATING**

17 Lab. Code section 1198 and Wage Orders

18 **(All Plaintiffs Against Defendant)**

19 62. Plaintiff incorporates by reference in this cause of action each allegation of the
20 preceding paragraphs as though fully set forth herein.

21 63. Labor Code section 1198 states, in pertinent part, "The employment of any employee...
22 under conditions of labor prohibited by the [Wage Order] is unlawful."

23 64. The pertinent Wage Order provides that:

24 A. All working employees shall be provided with suitable seats when the nature of
25 the work reasonably permits the use of seats.

26 B. When employees are not engaged in the active duties of their employment and
27 the nature of the work requires standing, an adequate number of suitable seats
28 shall be placed in reasonable proximity to the work area and employees shall

1 be permitted to use such seats when it does not interfere with the performance
2 of their duties.

3 65. At all relevant times, Defendant failed to provide Plaintiff and other class members
4 with suitable seating during their employment as required by the applicable Wage Order. Plaintiff
5 and other class members were not provided with seating during shifts in which they worked at
6 positions which would reasonably permit the use of seating. Accordingly, Plaintiff, on behalf of
7 herself and other class members, will pursue all available remedies to the extent allowed by law
8 for the alleged violations

9 **SIXTH CAUSE OF ACTION**
10 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

11 Cal. Labor Code §§ 1198, 2802.

12 **(All Plaintiffs Against Defendant)**

13 66. Plaintiff incorporates by reference in this cause of action each allegation of the
14 preceding paragraphs as though fully set forth herein.

15 67. Labor Code §2802 requires employers to indemnify employees for necessary
16 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

17 68. Plaintiff and other class members are required to use their personal cell phones for work
18 related communications, although Defendant did not reimburse them in any way for the expense
19 of their personal cell phone use as required by the Labor Code.

20 **SEVENTH CAUSE OF ACTION**
21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS AND**
22 **MAINTAIN ACCURATE RECORDS**

23 Cal. Labor Code §§ 226, 1174

24 **(All Plaintiffs Against Defendant)**

25 69. Plaintiff incorporates by reference in this cause of action each allegation of the
26 preceding paragraphs as though fully set forth herein.

27 70. Defendant's conduct described in this complaint violates the provisions of Labor Code
28 §§ 226, 1174.

71. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and the class members, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174. The statements provided to Plaintiff and class members have not accurately reflected actual gross wages earned, the correct overtime hourly rate, and total hours worked. Such failures caused injury to Plaintiff and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to itemize the correct gross wages earned, net wages earned, and total hours worked. Defendant issued and maintained inaccurate wage statements and records.

EIGHTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES IN VIOLATION OF
California Business and Professions Code section 17200, et seq.
(All Plaintiffs Against Defendant)

72. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

73. Defendant knowingly committed, and upon information and belief continue to commit, ongoing unlawful business practices within the meaning of the UCL, including, but not limited to unlawful practices as described in the causes of action articulated above, and hereby incorporated herein.

74. Plaintiff lost money and property as a result of Defendant's unlawful business practices described above.

75. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of money or property acquired by Defendant by means of such unlawful business practices, in amounts not yet known, but to be ascertained at trial.

76. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining Defendant from engaging in the unlawful business practices described above, Plaintiff and the general public will be irreparably injured.

1 77. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
2 by this Court, will continue to engage in the unlawful business practices described above in
3 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
4 public.

5 78. Plaintiff's success in this action will result in the enforcement of important rights
6 affecting the public interest by conferring a significant benefit upon the general public.

7 79. Defendant's numerous violations of local and California law, as well as the other
8 statutory and regulatory violations alleged herein, constitute unlawful business actions and
9 practices in violation of Business and Professions Code § 17200, et seq.

10 80. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class
11 Members are entitled to restitution of unpaid wages and penalty pay, among other relief alleged
12 herein, that were withheld and retained by Defendant during a period that commences four years
13 prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring
14 Defendant to comply with all provisions of California labor law, including properly paying the
15 lawful rate of pay for all hours worked, providing rest periods to all workers as defined herein,
16 timely paying due wages upon termination, maintaining accurate wages statements and payroll
17 records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure
18 § 1021.5 and other applicable law, and costs.

19 REQUEST FOR RELIEF

20 WHEREFORE, Plaintiff, on behalf of herself and the Proposed Class, request judgment
21 and the following specific relief against Defendant as follows:

- 22 A. That the Court determine that this action may be maintained as a class action
23 under Code of Civil Procedure § 382;
24 B. Provision of class notice to all members of the Class;
25 C. That Defendant is found to have violated the above-referenced provisions of the
26 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members and
27 relevant subclass Members;
28

- 1 D. For compensatory damages, in an amount according to proof at trial, with
2 interest thereon;
- 3 E. For compensation for not being paid overtime
- 4 F. For compensation for not paid wages due upon termination;
- 5 G. For compensation for not being provided proper rest breaks;
- 6 H. For compensation for not being provided potable water;
- 7 I. For compensation for not being provided suitable restroom facilities;
- 8 J. For compensation for not being provided proper meal breaks;
- 9 K. For compensation for not being paid penalty wages;
- 10 L. For compensation for not being provided suitable seating;
- 11 M. For compensation for not being provided reimbursement for required business
12 expenses;
- 13 N. That Defendant's actions are found to be willful and/or in bad faith to the extent
14 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
15 willful failure to pay all compensation owed at the time of separation to Plaintiff
16 and Class Members no longer employed by Defendant;
- 17 O. That Plaintiff and Class Members receive penalties for Defendant's violation of
18 §226 and 1174 of the California Labor Code for willful failure to provide and
19 maintain the required accurate and itemized wage statements;
- 20 P. That Plaintiff and Class Members receive an award in the amount of unpaid
21 wages owed, including interest thereon, and penalties as provided in the Labor
22 Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and
23 558, subject to proof at trial;
- 24 Q. That Plaintiff and Class Members receive damages pursuant to §§248.5 in
25 addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code
26 § 218.5 and CCP 1021.5;
- 27 R. That Defendant be ordered to pay restitution to Plaintiff and Class Members for
28 amounts acquired through Defendant's unlawful activities pursuant to Business

1 and Professions Code §§ 17200-05 and enjoined to cease and desist from
2 unlawful and unfair activities in violation of California Business and
3 Professions Code § 17200 et. seq.;

4 S. That Plaintiff and Class Members receive an award of reasonable attorneys'
5 fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226,
6 218.5, and 1194 and/or applicable laws;

7 T. That the Court issue declaratory relief that Defendant's challenged policies are
8 unlawful; and

9 U. That the Court order further relief, in law and equity, as it deems appropriate
10 and just.

11
12 DATED: February 16, 2023

KOUL LAW FIRM

13 

14 BY: Nazo Koulloukian, Esq.

15 Attorneys for Plaintiff ANA LINARES and
16 putative class members

17
18
19 ***DEMAND FOR JURY TRIAL***

20 Plaintiff, on behalf of herself and the putative class, hereby demands trial by jury to the full
21 extent permitted by law.

22
23 DATED: February 16, 2023

KOUL LAW FIRM

24 

25 BY: Nazo Koulloukian, Esq.

26 Attorneys for Plaintiff ANA LINARES and
27 putative class members
28