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on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

ANTHONY ARILLO, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

POWERMATIC ASSOCIATES, INC., a
California corporation; EPIQORE, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 25CV475012

**FIRST AMENDED 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. VIOLATION OF LABOR CODE § 227.3;
9. VIOLATION OF QUOTA LAWS;
10. UNFAIR COMPETITION; and
11. 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]

1 Plaintiff ANTHONY ARILLO, on behalf of Plaintiff and all others similarly situated, alleges
2 as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 Powermatic Associates, Inc., Epiqore, and any of its respective subsidiaries or affiliated companies
7 within the State of California (“Powermatic” and “Epiqore”, respectively and collectively, with
8 DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other
9 current and former non-exempt California employees employed by or formerly employed by
10 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,
13 and any of its respective subsidiaries or affiliated companies within the State of California as a proxy
14 of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf
15 of Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period.
16 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
17 201, 201.3, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432,
18 432.3, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1695.55,
19 1771, 1197, 1197.1, 2800, 2802, 2699, Business and Professions Code section 17200, Government
20 Code section 12952, as well as applicable Wage Orders, Plaintiff seeks to represent all current and
21 former employees that worked for Defendants during the PAGA Period. On all other claims
22 mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees that
23 worked for Defendants during the PAGA Period. Collectively, these employees are herein referred
24 to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice
25 was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

26 **PARTIES**

27 **A. Plaintiff**

28 3. Plaintiff ANTHONY ARILLO is a resident of the State of California. At all relevant

1 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
2 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, material
3 handling such as order preparations, receiving and shipping orders, packaging, and operating
4 machinery. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff ANTHONY
5 ARILLO worked for Defendants from approximately June of 2024 through approximately December
6 of 2024 with duties, that included, a sundry of warehouse duties subject to production targets and
7 quotas. Under Defendants' quotas, Plaintiff was assigned or required to perform at a specified
8 productivity speed, or perform a quantified number of tasks, or to handle or produce a quantified
9 amount of material, within a defined time period and under which he suffered adverse employment
10 actions if he failed to complete the performance standard for Defendants, and each of them.

11 **B. Defendants**

12 4. Plaintiff is informed and believes and based thereon alleges that defendant Powermatic
13 is, and at all times relevant hereto was, a California corporation organized and existing under and by
14 virtue of the laws of the State of California and doing business in the County of Santa Clara, State of
15 California.

16 5. Plaintiff is informed and believes, and based thereon alleges, that Powermatic is a
17 "client employer" within the meaning of Labor Code section 2810.3 that procures outplacement
18 staffing and payroll services from various staffing agencies, including but not limited to, Epiqore. At
19 all relevant times herein, Powermatic employed Plaintiff and similarly situated employees within the
20 State of California.

21 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
22 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
23 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
24 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
25 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
26 will seek leave of court to amend this Complaint to reflect the true names and capacities of the
27 defendants designated hereinafter as DOES when such identities become known. Plaintiff is
28 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent

1 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy
2 in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other
3 defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall include
4 Powermatic, Epiqore, and any of their parent, subsidiary, or affiliated companies within the State of
5 California, as well as DOES 1 through 100 identified herein.

6 **JURISDICTION**

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

9 8. Venue is proper in County, California pursuant to Code of Civil Procedure sections
10 392, et seq. because, among other things, Santa Clara County is where the causes of action
11 complained of herein arose; the county in which the employment relationship began; the county in
12 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
13 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
14 and Defendants was actually performed; and the county in which Defendants, or some of them, reside.
15 Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in
16 Santa Clara County, and because Defendants employ numerous Class Members in Santa Clara
17 County.

18 9. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
19 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other’s wage
20 and hour violations under Labor Code section 2810.3 on July 1, 2025, by certified mail with return
21 receipt requested.

22 **FACTUAL BACKGROUND**

23 10. For at least four (4) years prior to the filing of this action and continuing to the present,
24 Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of
25 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff
26 and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven
27 consecutive work days in a work week without being properly compensated for hours worked in
28 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours

1 worked on the seventh consecutive work day in a work week by, among other things, failing to
2 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay;
3 engaging, suffering, or permitting employees to work off the clock, including, without limitation, by
4 requiring Plaintiff and Class Members: to clock out for meal periods and continue working, to work
5 during rest breaks, and to don and doff uniforms and/or safety equipment off the clock.

6 11. For at least four (4) years prior to the filing of this Action and continuing to the present,
7 Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of
8 them, in violation of California state wage and hour laws as a result of, among other things, at times,
9 failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is
10 above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
11 including, without limitation, by requiring Plaintiff and Class Members: to clock out for meal periods
12 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment
13 off the clock, and failing to pay reporting time pay to the detriment of Plaintiff and Class Members.

14 12. 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 provide Plaintiff and Class Members, or some of them, full, timely
16 thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours
17 in a work day and a second thirty (30) minute uninterrupted meal period for days on which they
18 worked in excess of ten (10) hours in a work day, and failing to provide compensation for such
19 unprovided meal periods as required by California wage and hour laws.

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

25 14. For at least three (3) years prior to the filing of this action and continuing to the present,
26 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
27 of their wages owed to them upon termination and/or resignation as required by Labor Code sections
28 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages,

1 premium wages, and vacation pay pursuant to Labor Code section 227.3.

2 15. For at least one (1) year prior to the filing of this Action and continuing to the present,
3 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
4 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
5 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
6 hours worked at each hourly rate; the address of the legal entity that is the employer who employed
7 Plaintiff and Class Members; and other such information as required by Labor Code section 226,
8 subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an
9 accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

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

13 17. Since January 1, 2022 and continuing to the present, Defendants have had a consistent
14 policy of failing to comply with Labor Code sections 2100, 2101, 2102, 2103, 2104, 2105 and 2108
15 in connection with Plaintiff and similarly situated employees or former employees who, like Plaintiff,
16 were covered employees under Labor Code section 2100, within the State of California. Covered
17 employees, like Plaintiff, had a sundry of warehouse duties subject to production targets and quotas.
18 Under Defendants' quotas, Plaintiff and similarly situated current and former employees were a are
19 assigned and/or required to perform at a specified productivity speed, and/or perform a quantified
20 number of tasks, and/or handle and/or produce a quantified amount of material, within a defined time
21 period. Moreover, Plaintiff and similarly situated current and former employees of Defendants
22 suffered adverse employment actions if they failed to complete the performance standard for
23 Defendants, and each of them.

24 18. Plaintiff is informed and believes, and based thereon alleges, Defendants knew or
25 should have known it imposed systematic quota and production demands on Plaintiff and other
26 Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under Labor
27 Code sections 2100, *et seq.* Specifically, Plaintiff is informed and believes, and based thereon alleges,
28 that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff and

1 Aggrieved Employees from complying with laws pertaining to meal periods, rest periods, bathroom
2 breaks (including, without limitation, reasonable travel time to and from bathroom facilities), and/or
3 exposing them to safety or Occupational Safety and Health Administration (“OSHA”) hazards.
4 Defendants, or some of them, constitute a “covered employer” and its warehouse employees are
5 “covered employees.” Defendants, or some of them, implement quotas as defined in Labor Code
6 section 2100, subdivision (h) and subjects Employee and Aggrieved Employees to adverse
7 employment actions as defined in Labor Code section 2102. Furthermore, Defendants, or some of
8 them, willfully, knowingly and intentionally established quotas that harmed Plaintiff and Aggrieved
9 Employees all to increase Defendants’ profits without concern for employee safety. Defendants, in
10 fact, tracked meals, rest, and recovery periods, that were not provided and did nothing to change its
11 policies and practices. Defendants also restricted and monitored the use of bathroom facilities and
12 charged the time Plaintiff and Aggrieved Employees used the bathroom against their quota. In other
13 words, Plaintiff and Aggrieved Employees who did not wait to use the restroom during meal or rest
14 periods or before or after their shift, were penalized for not meeting the quota either through
15 reprimands, warnings, and termination. Defendants maintained a point system designed to prevent
16 Plaintiff and Aggrieved Employees from complying with California law as alleged in this Notice and
17 systematically used to punish Plaintiff and Aggrieved Employees. Furthermore, Defendants prevented
18 compliance with California’s meal and rest break laws and failed to consider meal and rest breaks as
19 productive time when Plaintiff and Aggrieved Employees were required to remain on call in violation
20 of Labor Code section 2103, subdivision (b). Plaintiff and Aggrieved Employees were not permitted
21 to take compliant meal breaks, rest breaks, and/or rest and recovery periods when requested, due to
22 Defendants’ unlawful policy and practice to favor production goals over the rights of Plaintiff and
23 Aggrieved Employees. Consequently, Plaintiff and other Aggrieved Employees were not provided
24 with meal periods (or second meal periods); and/or authorized or permitted to take rest periods
25 (including second or third rest periods); and/or recovery periods; and Defendants’ policies prevented
26 Aggrieved Employees from taking these meal, rest and/or recovery periods as required by California
27 law. Furthermore, Defendants did not provide to Plaintiff and Aggrieved Employees a written
28 description of each quota that was applicable to Plaintiff and Aggrieved Employees; maintained secret

(undisclosed) quotas; and failed to provide written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly and/or monthly. This includes the number of tasks to be performed or materials that must be produced or handled within a time period, and any potential adverse employment action that could result from failing to meet the quota. This information has not been given by Defendants to Plaintiff and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present. Additionally, Defendants changed the “quota” regularly without notice, as often as per pay period. Defendants were also required to provide a new written quota disclosure each and every time the quota changed and failed to do so since the Notice was provided. Defendants failed to produce Plaintiff’s written quota disclosure upon written request pursuant to Labor Code sections 2100 through 2112, and failed to provide written disclosures to Plaintiff and Aggrieved Employees, including new hires, since January 1, 2022, as well as to current employees each time the quota changed. Defendants had and has a policy and practice of taking adverse employment action against Plaintiff and Aggrieved Employees for failing to meet a quota that does not allow Plaintiff and Aggrieved Employees to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101. Plaintiff thus violated Labor Code sections 2100 through 2112. Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants’ conduct above gave rise to such violations was malicious, fraudulent, or oppressive, particularly given, among other reasons, Defendants have been sued for these violations in the past. Thus, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19. Plaintiff, on Plaintiff’s own behalf and on behalf of Class Members, brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2100, 2101, 2102, 2103, 2104, 2105, 2108, and California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages,

1 payment of premium wages for missed meal and rest periods, failure to pay timely wages, waiting
2 time penalties, wage statement penalties, requiring an agreement in writing to terms and/or conditions
3 which Defendants know is prohibited by law; failure to indemnify work-related expenses, failure to
4 pay interest on deposits made, failing to pay vested vacation time at the proper rate of pay, other such
5 provisions of California law, and reasonable attorneys' fees and costs.

6 20. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
7 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
8 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
9 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
10 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
11 of amounts owed.

12 **CLASS ACTION ALLEGATIONS**

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

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

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

24 **A. Numerosity**

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

1 25. Accounting for employee turnover during the relevant periods necessarily increases
2 this number. Plaintiff alleges Defendants' employment records would provide information as to the
3 number and location of all Class Members. Joinder of all members of the proposed Class is not
4 practicable.

5 **B. Commonality**

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

- 8 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
9 worked at a proper overtime rate of pay?
- 10 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
11 all other time worked at the employee's regular rate of pay and a rate of pay that is
12 greater than the applicable minimum wage?
- 13 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
14 Members to take compliant meal periods?
- 15 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
16 with additional wages for missed or interrupted meal periods?
- 17 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
18 Members to take compliant rest periods?
- 19 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
20 with additional wages for missed rest periods?
- 21 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
22 Members upon termination or resignation all wages earned?
- 23 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
24 section 203?
- 25 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
26 Class Members with accurate wage statements?
- 27 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
28 Code section 204?

1 K. Did Defendants violate Labor Code section 227.3 by not providing Class Members
2 with compensation at their final rate of pay for vested paid vacation time?

3 L. Did Defendants' practices and policies violate Labor Code sections 2100 through 2105
4 for requiring warehouse employees to meet excessive and unlawful quotas thereby
5 preventing them from complying with rest, recovery and meal periods, their ability to
6 use restroom facilities, travel to and from restroom facilities, an/or expose them to
7 safety and Occupational Safety and Health Administration ("OSHA") violations?

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

10 N. Are Class Members entitled to restitution of wages under Business and Professions
11 Code section 17203?

12 O. Are Class Members entitled to costs and attorneys' fees?

13 P. Are Class Members entitled to interest?

14 **C. Typicality**

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

20 **D. Adequacy of Representation**

21 28. Plaintiff will fairly and adequately represent and protect the interest of Class Members.
22 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
23 actions.

24 **E. Superiority of Class Action**

25 29. A class action is superior to other available means for the fair and efficient
26 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
27 questions of law and fact common to Class Members predominate over any questions affecting only
28 individual Class Members. Class Members, as further described therein, have been damaged and are

1 entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
2 violation of the Labor Code at times, as set out herein.

3 30. Class action treatment will allow Class Members to litigate their claims in a manner
4 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
5 any difficulties that are likely to be encountered in the management of this action that would preclude
6 its maintenance as a class action.

7 **F. Public Policy Considerations**

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

14 32. The quota laws clearly state that "... an employee cannot be required to meet a quota
15 that prevents compliance with meal or rest breaks, use of bathroom facilities (including reasonable
16 travel time to and from bathrooms), or compliance with occupational health and safety standards. A
17 quota that prevents compliance with meal or rest breaks, use of bathroom facilities, including
18 reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the
19 Labor Code or division standards is unlawful and may not be the basis for an adverse employment
20 action. A quota may be illegal if it directly or indirectly precludes employees from exercising these
21 statutory rights. For example, a quota that requires that employees always be engaged in productive
22 activity during work hours would be unlawful as it would directly prevent employees from taking
23 meal and rest periods to prevent them from using bathroom facilities during work hours or exercising
24 their rights regarding health and safety standards. Similarly, a quota may be so high that if an
25 employee takes meals and rests, goes to the bathroom, or attempts to exercise their rights under
26 occupational health and safety standards, they will fail to meet the quota. Such a quota indirectly
27 precludes an employee from exercising these statutory rights and is also unlawful. An employer
28 cannot take adverse employment action against an employee for failing to meet an unlawful quota or

1 a quota that has not been disclosed to the employee. (*See* Lab. Code, § 2103; *see* DLSE FAQ
2 summary and description of California's quota laws at
3 https://www.dir.ca.gov/dlse/FAQ_warehousequotas.htm/.)

4 **GENERAL ALLEGATIONS**

5 **Background**

6 33. At all relevant times mentioned herein, Defendants employed Plaintiff and other
7 persons as non-exempt employees at numerous locations within California. Defendants employed
8 Plaintiff in a non-exempt position during Plaintiff's employment and continues to employ non-
9 exempt employees within California.

10 34. Plaintiff is informed and believes, and based thereon alleges, that all times mentioned
11 herein, Defendants were advised by skill lawyers, employees and other professionals who were
12 knowledgeable about California's wage and hour laws, employment and personnel practices, and the
13 requirements of California law.

14 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
15 should have known they had a duty to compensate Plaintiff and all others similarly situated, and
16 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
17 intentionally failed to do so all in order to increase Defendants' profits. Furthermore, Plaintiff, is
18 informed and believes, and thereon alleges that Defendants further implemented an unlawful policy
19 and practice of alleging that employees were "stealing time" when they failed to clock-in or clock-
20 out at the designated scheduled time when in fact Defendants use this strategy to terminate, reprimand,
21 or retaliate against employees who complained that Defendants' quota and production demands were
22 unreasonable and violated Labor Code sections 2100 – 2112.

23 36. Plaintiff is informed and believes, and thereon alleges, that at all times Defendants
24 tracked each and every workday, pay period, shift, meal period, and rest period that was unlawful and
25 in violation of California laws. Defendants were also fully cognizant that they failed to maintain the
26 proper temperature controls as required by the IWC Wage Orders and California law, as such,
27 exposing them to further health and OSHA safety requirements, prohibited under California quota
28 laws.

1 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
2 have known that they imposed systematic quota and production demands on Plaintiff and Class
3 Members in violation of employees' rights pursuant to Labor Code sections 2100 *et. seq.*, Defendants
4 had a duty to ensure its production demands did not interfere with Plaintiff's and Class Members'
5 right to lawful meal periods, rest periods, bathroom breaks, and/or expose them to safety hazards.
6 Defendants willfully, knowingly, and intentionally failed to establish legally compliant quotas,
7 placing profits above concern for employee safety.

8 **Unpaid Wages**

9 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
10 have known that Plaintiff and Class Members were entitled to receive at least minimum, regular,
11 overtime, and double times wages and that they were not receiving minimum, regular, overtime, and
12 double time wages for all work that was required to be performed. Furthermore, Defendants knew
13 that on January 1, 2022, they must provide Plaintiff and Class Members a written description of
14 Defendants' quota production demands and failed to do so.

15 39. Plaintiff is informed and believes, and based thereon alleges, that during the Class
16 Period, Plaintiff and Class Members regularly worked in excess of eight (8) hours in a workday and/or
17 40 hours in a workweek and/or in excess of 12 hours in a workday. On information and belief,
18 Defendants did not accurately or appropriately compensate Plaintiff and Class Members for the hours
19 worked.

20 40. Plaintiff is informed and believes, and based thereon alleges, that in violation of the
21 Labor Code and IWC Wage Orders, Defendants rounded, edited, and/or input the incorrect times for
22 Plaintiff and Class Members' start times to reflect the scheduled start time instead of the actual start
23 time which should have included time spent arriving early to work, and performing other preliminary
24 duties and postliminary duties, and otherwise preparing for the workday. Defendants also rounded
25 Plaintiff and Class Members' end time to reflect the scheduled end time despite working past those
26 hours. As such, Plaintiff and Class Members performed work off-the-clock without compensation.
27 Plaintiff and Class Members were not paid a split shift premium and were required to work shifts
28 which were sufficiently long and were counted as "meal period" and "rest periods." While under the

1 control of TAWA Services, Inc. or any joint employer they were not paid the split shift interval.
2 Defendants failed to compensate Plaintiff and Class Members for all hours worked for work
3 performed off-the-clock and for reporting time pay, and overtime pay. Defendants failed to pay the
4 appropriate and correct legal wages for bonus pay (i.e., premium pay, sick pay, vacation pay, overtime
5 and double overtime) and vacation pay according to California law.

6 **Meal Period Violations**

7 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
8 have known that Plaintiff and Class Members were entitled to receive a timely, off-duty,
9 uninterrupted 30-minute meal period for every five hours of work, or payment of one additional hour
10 of pay at their regular rate of pay when they did not receive a compliant meal period. Defendants
11 enacted quotas that prevented Plaintiff and Class Members from taking lawful meal periods. During
12 the Class Period, Plaintiff and Class Members regularly worked in excess of five (5) and/or 10 hours
13 per workday. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members
14 did not receive compliant meal periods. As such, Defendants failed to provide all required meal
15 period, including second meal periods when Plaintiff and Class Members worked in excess of 10
16 hours per workday. Even though Plaintiff and other Class Members were prevented from taking
17 compliant meal periods, Defendants failed to provide them with premium pay for every non-
18 compliant meal period. Defendants' quota requirements were unlawful and prevented employees
19 from complying with California laws regarding meal periods.

20 42. Rest Period Violations Recovery Violations: Defendants tracked and maintained a
21 record of each and every rest period that violated California law including when Plaintiff or Class
22 Members worked up to 10 - 12 hours in a workday. Defendants' quota demands were unreasonable
23 and pressured Plaintiff and Class Members to work through rest periods. Plaintiff are informed and
24 believe, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class
25 Members were entitled to receive a ten-minute, off-duty, uninterrupted rest period for every four (4)
26 hours worked, or major fraction thereof, or payment of one (1) additional hour of pay at their regular
27 rate of pay when they were not permitted to take a compliant rest period. Defendants enacted quotas
28 that prevented Plaintiff and Class Members from taking lawful rest periods. During the Class Period,

1 Plaintiff and Class Members regularly worked in excess of four (4) hours or major fraction thereof.
2 In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were not
3 permitted to take compliant rest breaks, due to Defendants' unlawful policy and practice to favor
4 production goals over employee rights. Consequently, Plaintiff and Class Members were not
5 authorized or permitted to take rest breaks, including first, second, and third rest breaks. Defendants
6 failed to pay Plaintiff and Class Members one additional hour of pay at their regular rate of pay when
7 they did not receive a compliant rest break. On information and belief, Defendants also failed to
8 provide recovery periods to employees. Defendants' quota requirements were unlawful and
9 prevented employees from complying with California laws regarding recovery and rest periods.

10 **Recovery Violations**

11 43. Recovery Violations: Defendants did maintain a policy of providing recovery or
12 permitted recovery periods or paying premium pay in lieu thereof. Quota and performance demands
13 were unreasonable and pressured Plaintiff and Class Members to work through breaks including
14 recovery periods. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and Class Members were entitled to receive recovery periods for
16 safety, including cooling-down, and heat prevention illness. Defendants, among other reasons,
17 enacted quotas that prevented Plaintiff and Class Members from taking recovery periods.
18 Consequently, Plaintiff and Class Members were not authorized or permitted to take recovery periods
19 which permit employees of a minimum of 5 minutes to "cool down.". Defendants failed to pay
20 Plaintiff and Class Members one additional hour of pay at their regular rate of pay when they did not
21 provide a recovery period. On information and belief, Defendants also failed to provide recovery
22 periods to Class Members.

23 **Waiting Time Penalties**

24 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
25 have known that Plaintiff and Waiting Time Subclass Members who separated from their
26 employment with Defendants during the statutory period were entitled to timely payment of all wages
27 due. In violation of the Labor Code, Plaintiff and Waiting Time Class Members did not receive
28 payment of all wages owed upon separation within the permissible time period due to, inter alia,

1 Defendants' failure to pay all wages and meal and rest period premiums to Plaintiff and Class
2 Members.

3 **Wage Statement Violations**

4 45. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
5 have known that Plaintiff and Class Members were entitled to receive complete and accurate wage
6 statements and failed to abide by the requirements of Labor Code section 226 to pay and record each
7 premium pay and meal and rest period violation which Defendants tracked and recorded. In addition,
8 Plaintiff and Class Members are entitled to payroll records and signed records. In violation of the
9 Labor Code and the IWC Wage Orders, Plaintiff and Class Members were not furnished with
10 complete and accurate wage statements, signed records, and payroll records that show all of the
11 information required by Labor Code §§ 226, 1198.5, and/or 432 including, but not limited to, the
12 gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the
13 pay period, and the corresponding number of hours worked at each hourly rate.

14 **Quota Violations**

15 46. Defendants have willfully and intentionally violated, among other claims, California's
16 warehouse workers and quota laws, including, without limitation, Labor Code sections 2100 through
17 2112, as alleged below.

18 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

28 49. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees

1 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
2 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
3 PAGA Period.

4 50. Pursuant to Labor Code section 2699.3, on or around September 12, 2025, Plaintiff
5 provided written notice of Defendants' violation of various provisions of the Labor Code to the
6 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

10 52. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
11 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
12 and hour violations under Labor Code section 2810.3 on September 12, 2025 by certified mail with
13 return receipt requested.

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

19 54. In the event that Defendants, or either of them, is/are determined to have satisfied
20 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
21 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
22 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

23 55. In the event that Defendants, or either of them, is/are determined to have, prior to this
24 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
25 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
26 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
27 2699(g)(1)-(3).

28 56. In the event that Defendants, or either of them is/are deemed to have adequately taken

1 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
2 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
3 Code section 2699(h)(1)-(3).

4 57. In the event, the LWDA and/or a court issued a finding or determination to the
5 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
6 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
7 any of them, would be subject to heightened penalties pursuant to Labor Code sections
8 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor
9 Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the
10 PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as
11 detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other
12 reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any of
13 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
14 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

15 **FIRST CAUSE OF ACTION**

16 **(Failure to Pay Overtime Wages -Against All Defendants)**

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

19 59. At all relevant times, Plaintiff and Class Members were employees or former
20 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
21 Wage Orders.

22 60. At all times relevant to this Complaint, Labor Code section 510 was in effect and
23 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
24 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
25 at the rate of no less than one and one-half times the regular rate of pay for an employee."

26 61. At all times relevant to this Complaint, Labor Code section 510 further provided that
27 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
28 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh

1 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

2 62. Four (4) years prior to the filing of the Complaint in this Action through the present,
3 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
4 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
5 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
6 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
7 actually worked at the proper overtime rate of pay: engaging, suffering, or permitting employees to
8 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to clock
9 out for meal periods and continue working, and to don and doff uniforms and/or safety equipment off
10 the clock, to the detriment of Plaintiff and Class Members.

11 63. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than
12 eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
13 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
14 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
15 applicable IWC Wage Orders, and California law.

16 64. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
17 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
18 interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194 and
19 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

20 **SECOND CAUSE OF ACTION**

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

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

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

26 67. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
27 Members were entitled to receive minimum wages for all hours worked or otherwise under
28 Defendants’ control.

68. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage: engaged, suffered, or permitted employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to clock out for meal periods and continue working, and to don and doff uniforms and/or safety equipment off the clock to the detriment of Plaintiff and Class Members.

69. 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.

70. 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)

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

72. 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.

73. 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.

74. 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

1 compensation for each workday that the meal period is not provided.

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

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

12 77. 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 missed, untimely, interrupted, incomplete and/or on-duty meal periods.

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

19 **FOURTH CAUSE OF ACTION**

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

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

23 80. At all relevant times, Plaintiff and Class Members were employees or former
24 employees of Defendants covered by applicable Wage Orders.

25 81. California law and applicable Wage Orders require that employers "authorize and
26 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
27 period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3
28 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts

1 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
2 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
3 minutes of paid rest period.

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

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

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

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

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

25 **FIFTH CAUSE OF ACTION**

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

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

1 88. At all relevant times, Plaintiff and Class Members were employees or former
2 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
3 Wage Orders.

4 89. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
5 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
6 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
7 discharge immediately upon termination. Class Members who resigned were entitled to payment of
8 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or,
9 if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid
10 at the time of resignation.

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

15 91. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
16 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
17 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and
18 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
19 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
20 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
21 resignation.

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

25 93. 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 paid for all wages earned
27 prior to termination or resignation.

28 94. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections

1 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
2 waiting time penalties, interest, and their costs of suit, as well.

3 **SIXTH CAUSE OF ACTION**

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

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

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

9 97. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
10 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
11 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
12 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
13 number of hours worked at each hourly rate; and the address of the legal entity that is the employer
14 who employed Plaintiff and Class Members, among other things.

15 98. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
16 before the filing of the Complaint in this Action through the present, Defendants failed to comply
17 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
18 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
19 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all
20 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
21 at each hourly rate; and the address of the legal entity that is the employer who employed Plaintiff
22 and Class Members, among other things.

23 99. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
24 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
25 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
26 statements that Defendants knew were not accurate.

27 100. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
28 suffered injury. The absence of accurate information on Class Members' wage statements at times

1 has delayed timely challenge to Defendants’ unlawful pay practices; requires discovery and
2 mathematical computations to determine the amount of wages owed; causes difficulty and expense
3 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
4 about wages and amounts deducted from wages to state and federal governmental agencies, among
5 other things.

6 101. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are
7 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code
8 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay
9 period, not to exceed an aggregate \$4,000.00 per employee.

10 102. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
11 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover
12 the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys’
13 fees, and costs of suit.

14 **SEVENTH CAUSE OF ACTION**

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

16 103. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
17 incorporate each by reference as though fully set forth hereat.

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

20 105. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days,
21 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
22 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
23 any calendar month, shall be paid for between the 1st and 10th day of the following month.”

24 106. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
25 independent and apart from, any other penalty provided in this article, every person who fails to pay
26 the wages of each employee as provided in Sections 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5,
27 shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100)
28 for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or

1 intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
2 percent of the amount unlawfully withheld.”

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

7 108. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
8 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one hundred
9 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
10 subsequent violation in connection with each payment that was made in violation of Labor Code
11 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

12 109. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
13 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
14 interest, and their costs of suit, as well.

15 **EIGHTH CAUSE OF ACTION**

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

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

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

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

27 113. For at least four (4) years prior to the filing of this action and continuing to the present,
28 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated

1 employees or former employees within the State of California with compensation at their final rate
2 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

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

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

11 **NINTH CAUSE OF ACTION**

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

13 116. Plaintiff hereby re-allege and incorporate by reference all paragraphs above as though
14 fully set forth herein.

15 117. At all relevant times, Defendants had a duty to comply with Labor Code sections 2100
16 *et seq.*

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

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

23 119. Plaintiff and Putative Class Members routinely worked more than twelve hours in
24 Defendants' warehouses and logistics centers throughout California and strictly enforced its unlawful
25 quotas. Defendants knew they had a duty to disclose written quotas in compliance with California's
26 quota laws and failed to comply with its legal duty despite the advice of its legal counsel.

27 120. Defendants had and have the financial ability to comply with California's quota laws,
28 but willfully, knowingly and intentionally refuse to comply despite its profit and financial strength.

1 Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants
2 were advised by skilled lawyers, employees, and other professionals who were knowledgeable about
3 California's wage and hour laws, employment and personnel practices, and the requirements of
4 California law.

5 121. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
6 have known they imposed systematic quota and production demands on Plaintiff and Putative Class
7 Members which violated the rights of employees pursuant to Labor Code sections 2100 *et. seq.*
8 Defendants, and each of them, know and have known at all times herein referenced that it requires
9 and required Plaintiff and Putative Class Members "...to meet a quota that prevents compliance with
10 meal or rest breaks, use of bathroom facilities, including reasonable travel time to and from bathroom
11 facilities, or occupational health and safety laws in the Labor Code or division standards" in violation
12 of Labor Code section 2102.

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

14 122. On information and belief, hundreds of employees have suffered quota related injuries
15 since January 1, 2022. On information and belief, Defendants, and each of them, have an unwritten
16 policy which is implemented through supervisors and managers that eliminates injured employees.
17 While Defendants, and each of them, sometimes offer light duty positions and tasks, the reality is
18 injured employees were targeted for elimination for one well known reason: the perception and false
19 belief that injured employees could not meet Defendants' illegal quotas. Ultimately, injured
20 employees are categorized as unproductive employees and are terminated for "low performance."

21 123. Defendants, and each of them, willfully, knowingly and intentionally failed to
22 establish quotas that did not harm Plaintiff and Putative Class Members in order to increase
23 Defendants' profits without concern for employee safety. Defendants' quotas required Plaintiff and
24 Putative Class Members, to meet quantified work and production targets and quotas relating to their
25 warehouse duties.

26 **Defendants' Warehouse Employees are Covered Employees**

27 124. Defendants, and each of them, are covered employers and maintain, implement, and
28 enforces illegal quotas. Plaintiff and Putative Class Members are subject to quotas and are protected

1 by Labor Code section 2100, subdivision (h), which states that a "quota" means a work standard under
2 which an employee is assigned or required to perform at a specified productivity speed, or perform a
3 quantified number of tasks, or to handle or produce a quantified amount of material, within a defined
4 time period and under which the employee may suffer an adverse employment action if they fail to
5 complete the performance standard.”

6 125. Defendants, and each of them, measure, analyze, store, evaluate and/or rate warehouse
7 employees’ performance based on employee work speed data and subsequently takes adverse action
8 against them for failing to meet undisclosed quotas. Labor Code section 2100 states at subdivision
9 (e)(1) that “‘employee work speed data’ means information an employer collects, stores, analyzes, or
10 interprets relating to an individual employee's performance of a quota, including, but not limited to,
11 quantities of tasks performed, quantities of items or materials handled or produced, rates or speeds of
12 tasks performed, measurements or metrics of employee performance in relation to a quota, and time
13 categorized as performing tasks or not performing tasks.” Under section (e)(2), “‘employee work
14 speed data’ does not include qualitative performance assessments, personnel records, or itemized
15 wage statements pursuant to Section 226, except for any content of those records that includes
16 employee work speed data as defined in this part.”

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

26 127. Plaintiff and Putative Class Members, as alleged throughout this complaint, were
27 required to meet excessive quotas. Defendants could comply with the law by complying with the law
28 and refuse to do so. Defendants claim they do not have, maintain, implement, or require quotas of

any of its warehouse employees.

Defendants Changes Quotas Regularly and Fail to Disclose New Quotas

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

129. Defendants, and each of them, failed to disclose Plaintiff's quota after Plaintiff demanded Plaintiff's written disclosures pursuant to Labor Code section 2104, which states at (a)(1) that "[i]f a current or former employee believes that meeting a quota caused a violation of their right to a meal or rest break or required them to violate any occupational health and safety laws in the Labor Code or division standards, they have the right to request, and the employer shall provide, a written description of each quota to which the employee is subject and a copy of the most recent 90 days of the employee's own personal work speed data." Subdivision (a)(2) states that "[i]f a former employee requests a written description of the quotas to which they were subject and a copy of their own personal work speed data pursuant to paragraph (1), the employer shall provide 90 days of the former employee's quotas and personal work speed data for the 90 days prior to the date of the employee's separation from the employer. Subdivision (a)(3) states that "[a] former employee is limited to one request pursuant to this subdivision." Subdivision (b) states that "[a]n employer that receives a written or oral request for information pursuant to subdivision (a) shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. Plaintiff, through their Counsel of record, served on Defendants a demand for a written description of the quotas they were subject to. Defendants ignored their request. More than 21 days have passed since the request for a written description and Defendants refuses to comply with the law. As such, Plaintiff is forced to both file a lawsuit and/or file for injunctive relief for Plaintiff and on behalf of Class Members.

Quotas Interfered with Employees' Use of Bathroom Facilities

130. Plaintiff and Class Members were restricted in their ability to use the bathroom facilities as a result of Defendants' (and each of their) unlawful quota requirements, as alleged herein

1 and above. Employees were monitored by Defendants' leads and/or supervisors and were instructed
2 to minimize the use of the bathroom facilities or were restricted to use bathroom facilities until the
3 designated break time. As such, Defendants, and each of them, violated Labor Code sections 2100 *et*.
4 *seq.*

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

6 131. On information and belief, hundreds of employees have suffered quota related injuries.
7 On information and belief, Defendants' (and each of their) unwritten policies, which are implemented
8 through supervisors and managers, is to eliminate injured employees. While Defendants, and each of
9 them, sometimes offer light duty positions and tasks the reality is injured employees were targeted
10 for elimination for one well known reason: the perception and false belief that injured employees
11 could not meet Defendants' illegal quotas. Ultimately, injured employees are categorized as
12 unproductive employees and are terminated for "low performance."

13 **Quotas Adversely Impacted Meal & Rest Periods**

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

20 133. Defendants, and each of them, maintained excessive quota demands which interfered
21 with Plaintiff and Putative Class Members' ability to take legal meal periods and in fact it prevented
22 them from complying with California law regarding lunches. For example, employees were
23 monitored, reprimanded, and discouraged from taking meal periods. Employees were required under
24 the penalty of reprimand or termination to clock in and out for meal periods. This ruse was
25 implemented and required by DEFENDANTS for unlawful purposes. In reality, the unwritten meal
26 period policy was to work through meal period or punished. If Defendants can demonstrate
27 employees clocked in and out for lunch, then it can falsely argue that they did comply with California
28 law in defending the many lawsuits accusing them of violating California break laws. The reality

1 was, is, and will continue to be that Defendants' quotas are excessive and can only be met if Plaintiff
2 and Class Members work through meal periods or take shortened meal periods.

3 **On Duty/On Call Breaks**

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

10 135. Plaintiff and Putative Class Members were regularly and routinely required to remain
11 on call to meet quotas. Defendants required employees to regularly monitor quota statistics and
12 receive and respond to messages when on breaks.

13 **Quotas Adversely Impacted Class Members Right to Take Legal Rest Breaks**

14 136. Defendants knew that Plaintiff, Class Members, and Class Members were entitled to
15 legal rest breaks. Defendants enacted quotas that prevented Plaintiff and Putative Class Members
16 from complying with California rest period laws.

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

24 138. Defendants also implemented an illegal policy requiring Plaintiff and Putative Class
25 Members to "waive" meal periods. Plaintiff and Putative Class Members were required to sign meal
26 period waivers when in fact many employees did not want to sign waivers because they wanted a
27 break. Plaintiff and, on information and belief, many Class Members also complained about
28 Defendants' unlawful breaks policies, as evidenced by the dozens of lawsuits for breaks violations,

1 and faced retaliation and termination in violation of Labor Code section 2105 which states that “[f]or
2 purposes of this part, there shall be a rebuttable presumption of unlawful retaliation if an employer in
3 any manner discriminates, retaliates, or takes any adverse action against any employee within 90 days
4 of the employee doing either of the following: (a) Initiating the employee's first request in a calendar
5 year for information about a quota or personal work speed data pursuant to subdivision (a) of Section
6 2104; (b) Making a complaint related to a quota alleging any violation of Sections 2101 to 2104,
7 inclusive, to the commissioner, the division, other local or state governmental agency, or the
8 employer.

9 **Injunctive Relief**

10 139. Plaintiff and Putative Class Members were and continue to labor under the constant
11 threat of Defendants’ adverse employment action in violation of Labor Code sections 2100 *et. seq.*

12 140. Defendants knew or should have known that their quotas were and continue to be
13 illegal. Defendants new and know their quotas require Plaintiff and Putative Class Members to expose
14 themselves to OSHA hazards and other safety hazards. Defendants have been sued many times for
15 violating California’s wage and hour laws. Despite prior, current and future litigation, Defendants,
16 and each of them, will continue to violate California’s quota laws absent a jury award in Plaintiff and
17 Class Members’ favor

18 141. Plaintiff, Class Members, and Class Members are entitled to injunctive relief under
19 California Labor Code section 2108, compelling Defendants to comply with California Labor Code
20 sections 2100 *et. seq.*, and seek the recovery of attorneys’ fees and costs incurred in obtaining this
21 injunctive relief.

22 **TENTH CAUSE OF ACTION**

23 **(Unfair Competition – Against All Defendants)**

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

26 143. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
27 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
28 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges

1 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least
2 four (4) years prior to the filing of this action and continuing to the present, Defendants have had a
3 consistent policy of failing to provide Plaintiff and similarly situated employees or former employees
4 within the State of California with the rights provided to them under the Healthy Workplace Healthy
5 Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business
6 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
7 comparable companies doing business in the State of California that comply with their obligations to
8 compensate employees in accordance with the Labor Code.

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

11 145. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
12 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
13 Code and requiring the establishment of appropriate and effective means to prevent further violations,
14 as well as restitution of all wages and other monies owed to them under the Labor Code, including
15 interest thereon, in which they had a property interest and which Defendants nevertheless failed to
16 pay them and instead withheld and retained for themselves. Restitution of the money owed to
17 Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched by
18 their failure to comply with the Labor Code.

19 146. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
20 section 1032 and interest under Civil Code section 3287.

21 **ELEVENTH CAUSE OF ACTION**

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

23 147. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
24 preceding paragraphs as though fully set forth hereat.

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

26 148. At all relevant times herein, Labor Code section 204, requires and required that:
27 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
28 between the 16th and 26th day of the month during which the labor was performed, and labor

1 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
2 between the 1st and 10th day of the following month.”

3 149. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
4 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
5 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
6 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
7 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
8 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
9 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

10 150. At all relevant times herein, Defendants have had a consistent policy or practice of
11 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
12 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
13 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
14 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
15 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
16 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
17 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
18 connection with each payment that was made in violation of Labor Code section 204.

19 Civil Penalties Under Labor Code § 226.3

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

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

27 153. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
28 have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by

1 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
2 accurately reflect gross wages earned; total hours worked; net wages earned; the name and address
3 of each employer with whom they have been placed to work; all applicable hourly rates in effect
4 during the pay period and the corresponding number of hours worked at each hourly rate; the legal
5 name of the employer and/or the name and address of the legal entity securing the employer's services
6 if the employer is a farm labor contractor; and other such information as required by Labor Code
7 section 226, subdivision (a) and/or Labor Code section 226.2 to the extent it does not include for
8 piece-rate work the information required therein including, without limitation, the quantity, rate and
9 units worked per piece, as well as separately itemized non-productive time and rest and recovery
10 periods.

11 154. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
12 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
13 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
14 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
15 period for each subsequent violation.

16 Violation of Labor Code § 558

17 155. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
18 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
19 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
20 penalty as follows:

- 21 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
22 pay period for which the employee was underpaid in addition to an amount sufficient
23 to recover underpaid wages;
- 24 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
25 employee for each pay period for which the employee was underpaid in addition to an
26 amount sufficient to recover underpaid wages;
- 27 3) Wages recovered pursuant to this section shall be paid to the affected employee."

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

1 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating
2 wages, hours and/or days of work as described herein, including but not limited to Labor Code
3 sections 203, 226, 226.7, and 1194.

4 157. As a direct and proximate result of the herein-described Labor Code violations,
5 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
6 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
7 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
8 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

9 Violation of Labor Code § 1174.5

10 158. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
11 every person employing labor in California to "[a]llow any member of the commission or the
12 employees of the Division of Labor Standards Enforcement free access to the place of business or
13 employment of the person to secure any information or make any investigation that they are
14 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
15 relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or
16 papers of the person."

17 159. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
18 every person employing labor in California to "[k]eep a record showing the names and addresses of
19 all employees employed and the ages of all minors."

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

28 161. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully

1 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
2 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
3 member of the commission or employees of the division to inspect records pursuant to subdivision
4 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

5 162. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
6 willfully failed to keep adequate or accurate time records including wage statements and similar
7 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
8 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
9 under Labor Code section 1174.

10 163. As a direct and proximate result of the herein-described Labor Code violations,
11 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
12 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
13 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

14 Violation of Labor Code § 1197.1

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

- 21 1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
22 for each underpaid employee for each pay period for which the employee is underpaid.
23 This amount shall be in addition to an amount sufficient to recover underpaid wages,
24 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
25 pursuant to Section 203.
- 26 2) For each subsequent violation for the same specific offense, two hundred fifty dollars
27 (\$250) for each underpaid employee for each pay period for which the employee is
28 underpaid regardless of whether the initial violation is intentionally committed. This

1 amount shall be in addition to an amount sufficient to recover underpaid wages,
2 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
3 pursuant to Section 203.

4 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
5 203, recovered pursuant to this section shall be paid to the affected employee.”

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

10 166. As a direct and proximate result of the herein-described Labor Code violations,
11 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
12 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
13 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two
14 hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent
15 violation.

16 Civil Penalties Under Labor Code § 2699

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

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

25 169. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
26 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
27 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
28 to the extent Defendants’ conduct is found to be malicious, fraudulent and/or oppressive.

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

DEMAND FOR JURY TRIAL

171. Plaintiff demands a trial by jury on all causes of action one (1) through eleven (11) 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. 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.*;
- J. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;

- 1 K. Prejudgment and post-judgment interest at the maximum rate allowed by law;
2 L. For attorneys' fees in prosecuting this action;
3 M. For costs of suit incurred herein; and
4 N. For such other and further relief as the Court deems just and proper.
5

6 Dated: February 13, 2026

BIBIYAN LAW GROUP, P.C.

7
8 BY: 

9 Molly DeSario
10 Bryce Bommer
11 Faik Yetgin

12 Attorneys for Plaintiff ANTHONY ARILLO and
13 on behalf of all others similarly situated
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard Los Angeles, California 90024

On February 13, 2026, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE COMPLAINT**, to be served on the following person(s) at the addresses listed:

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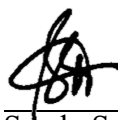
Attorney for Defendant Powermatic Associates, Inc.

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:**

Based on a Court order or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) described above to be electronically served to the persons at the e-mail address listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 13, 2026, at Los Angeles, California.



Sandy S. Acevedo