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Attorneys for Plaintiff ANTHONY FLORES
and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ANTHONY FLORES, an individual, on
behalf of himself and all others similarly
situated and aggrieved,

Plaintiff,

vs.

REYES COCA-COLA BOTTLING, L.L.C., a
Delaware Limited Liability Company; REYES
HOLDINGS LLC, a California Limited
Liability Company; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: **23STCV14615**

**CLASS ACTION & PAGA REPRESENTATIVE
ACTION COMPLAINT**

- (1) FAILURE TO PROVIDE MEAL PERIODS;**
- (2) FAILURE TO PROVIDE REST BREAKS;**
- (3) FAILURE TO PAY MINIMUM WAGES;**
- (4) FAILURE TO PAY OVERTIME WAGES;**
- (5) FAILURE TO PAY ALL WAGES OWED
EVERY PAY PERIOD;**
- (6) FAILURE TO FURNISH TIMELY AND
ACCURATE WAGE STATEMENTS;**
- (7) FAILURE TO PAY ALL WAGES UPON
SEPARATION;**
- (8) FAILURE TO MAINTAIN REQUIRED
RECORDS;**
- (9) FAILURE TO REIMBURSE NECESSARY,
BUSINESS-RELATED EXPENSES;**
- (10) VIOLATION OF CALIFORNIA'S UNFAIR
COMPETITION LAW ("UCL"), CAL. BUS.
& PROF. CODE § 17200, ET SEQ.; AND**
- (11) CIVIL PENALTIES FOR VIOLATIONS
OF LABOR CODE, PURSUANT TO**

**CALIFORNIA'S PRIVATE ATTORNEYS
GENERAL ACT ("PAGA"), §§ 2698, *ET*
*SEQ.***

DEMAND FOR JURY TRIAL

CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT

Plaintiff ANTHONY FLORES ("Plaintiff" or "FLORES"), on behalf of himself and all others similarly situated and aggrieved, by and through his attorneys, Shegerian & Associates, Inc., hereby files this Class Action and Private Attorneys General Act of 2004 ("PAGA") Representative Action Complaint against Defendants REYES COCA-COLA BOTTLING, L.L.C., a Delaware Limited Liability Company and REYES HOLDINGS LLC, a California Limited Liability Company; and DOES 1 through 25 inclusive, (collectively, "Defendants"), and states as follows:

I. INTRODUCTION

1. Plaintiff brings this class and representative action on behalf of himself, on behalf of a class defined as all current and former hourly non-exempt employees of REYES COCA-COLA BOTTLING, L.L.C. and REYES HOLDINGS LLC in California at any time during the Class Period beginning four (4) years prior to the filing of the Complaint through the present ("Class Period"), and on behalf of all Aggrieved Persons who worked for Defendants as hourly, non-exempt employees in California at any time during the period beginning one year prior to the PAGA letter (defined below) through the present ("PAGA Period").

2. This is also an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA") to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who work or worked for Defendants in California as non-exempt, hourly employees and who received at least one wage statement during their employment, and against whom one or more violations of any provision in Division 2, Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint ("Aggrieved Employees"), at any time between one year and 65 days prior to the filing of this complaint (i.e., April 2, 2023) until judgment (the "PAGA Period"). Plaintiff's share of

1 civil penalties sought in this action does not exceed \$75,000.

2 3. Defendants bottle Coca-Cola products and distribute them to restaurants, sporting venues,
3 businesses, healthcare facilities, schools, convenience stores, and supermarkets. Defendants operate
4 multiple facilities in California, including Los Angeles, Irvine, Orange, City of Industry, Sylmar, Rancho
5 Cucamonga, Oceanside, and Downey. Upon information and belief, these facilities operate 24 hours per
6 day with labor divided into three shifts: Day, Swing, and Graveyard.

7 4. Defendants' policies and practices are to deny earned wages, including premium and
8 overtime pay, to their nonexempt employees at Defendants' locations in California in Los Angeles,
9 Irvine, Orange, City of Industry, Sylmar, Rancho Cucamonga, Oceanside, and Downey. Defendants do
10 not provide their employees with legally compliant meal periods and rest breaks nor premium pay in lieu
11 thereof. Additionally, Defendants require their employees to be present and to perform work
12 uncompensated in excess of eight hours per day and/or 40 hours per work week by mandating that these
13 employees perform various forms of compensable work off-the-clock including, but not limited to,
14 interrupted meal periods and time worked when the punch clock is malfunctioning. Likewise, Defendants
15 do not provide minimum wages and overtime pay for this off-the-clock time. These off-the-clock waiting
16 periods exist for the sole benefit of Defendants and occurred frequently and regularly at Defendants'
17 locations in California. These illegal practices has been in effect by Defendants since at least the start of
18 the Class Period.

19 5. Moreover, Defendants fail to timely compensate employees for all wages earned upon
20 separation and fail to properly and accurately calculate minimum wages and overtime wages and report
21 wages earned, hours worked, and wage rates. For these reasons, Plaintiff brings this action on behalf of
22 himself and other hourly, nonexempt employees of Defendants to recover unpaid wages, overtime
23 compensation, penalties, interest, injunctive relief, damages, and reasonable attorneys' fees and costs.

24 6. Defendants' deliberate failure to (1) pay their hourly, nonexempt employees their earned
25 wages and overtime compensation and (2) reimburse necessary, business-related expenses violates the
26 California Labor Code and California's Unfair Competition Law, codified under California's Business
27 & Professions Code.

28 7. Defendants' failure to reimburse Plaintiff and Class Members for necessary, business-

1 related expenditures and losses incurred in direct consequence of the discharge of their employment
2 duties and their obedience to the directions of Defendants violates the California Labor Code section
3 2802. Such expenses include, but are not limited to, expenses for cellular phone service related to calls
4 placed to Plaintiff and Class Members on their days off, safety goggles, and tools purchased such as box
5 cutters.

6 8. Plaintiff brings a class action under the California Code of Civil Procedure section 382
7 against all Defendants on behalf of all hourly, nonexempt employees of Defendants in California for
8 failing to provide compliant meal periods and rest breaks or premium pay in lieu thereof; for unpaid
9 minimum wages; unpaid overtime wages; failing to provide timely and accurate wage statements; waiting
10 time penalties; necessary, unreimbursed business, and other related penalties and damages under the
11 California Labor Code and California Business & Professions Code.

12 **II. JURISDICTION AND VENUE**

13 9. This Court has jurisdiction over this matter because Defendants are licensed to do
14 business in California, regularly conduct business in California, and committed and continue to commit
15 the unlawful acts alleged herein in California.

16 10. This Court has jurisdiction over this action pursuant to the California Constitution,
17 Article VI, section 10. The statute under which this action is brought does not specify any other basis
18 for jurisdiction.

19 11. This Court has jurisdiction over all Defendants because, on information and belief,
20 Defendants are citizens of California, have sufficient minimum contacts in California, and intentionally
21 avail themselves of the California market so as to render the exercise of jurisdiction over them by the
22 California courts consistent with traditional notions of fair play and substantial justice. There is no basis
23 for federal diversity jurisdiction in this action given that the State of California, as the real party in
24 interest in this action, is not a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin*
25 *Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot
26 be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this
27 action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil penalties
28 attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

1 12. Venue lies properly with this Court, as it is the place where at least one defendant
2 resides—here both Defendants—is incorporated or has its principal place of business, or a substantial
3 amount of the events which gave rise to this suit occurred and/or a cause of action arose. Thus, venue
4 is proper in this Court, because Defendants employ persons in this county and employed at least one
5 plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this
6 action occurred in this county.

7 13. California Labor Code sections 2698 *et seq.*, the “Labor Code Private Attorneys General
8 Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current
9 or former employers for various civil penalties for violating the California Labor Code.

10 **III. PARTIES**

11 14. Plaintiff ANTHONY FLORES (“Plaintiff” or “Plaintiff FLORES”) is a resident of
12 Bellflower, California. Defendants have employed Plaintiff FLORES as an hourly-paid, non-exempt
13 employee now for approximately 18 years since 2005 through the present. In 2005, FLORES began
14 working for Defendants as a Bottler, which is still his current position, at Defendants’ location in Los
15 Angeles, California located at 1334 South Central Avenue, Los Angeles, California 90021. Plaintiff
16 FLORES typically works 5-6 days per week for 12 or more hours per day and about 60-72 hours per
17 week. Plaintiff FLORES currently earns \$26.90 per hour.

18 15. Defendant REYES COCA-COLA BOTTLING, L.L.C. is, on information and belief, a
19 Delaware Limited Liability Company doing business in California, with its principal place of business
20 in Rosemont, Illinois, located at 6250 North Road, Suite 9000, Rosemont, Illinois 60018, and at all times
21 hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of
22 California, and/or the various states of the United States of America. REYES COCA-COLA
23 BOTTLING, L.L.C. bottles Coca-Cola products and distributes them throughout California to
24 restaurants, sporting venues, businesses, healthcare facilities, schools, convenience stores, and
25 supermarkets. Reyes Coca-Cola operates multiple facilities in California, including Los Angeles, Irvine,
26 Orange, City of Industry, Sylmar, Rancho Cucamonga, Oceanside, and Downey.¹

27
28 ¹ <https://reyescocacola.com/company> (last accessed April 18, 2023).

1 16. Defendant REYES HOLDINGS LLC, on information and belief, a California Limited
2 Liability Company doing business in California, with its principal place of business in Chula Vista,
3 California at 121 Orange Avenue, #96, Chula Vista, California 91911, and at all times hereinafter
4 mentioned, is an employer whose employees are engaged throughout this county, in the State of
5 California. Additionally, REYES HOLDINGS LLC maintains a corporate location in Irvine, California
6 where it directs its California operations.

7 17. Defendants created the policies and procedures described herein and, at all times during
8 the Class Period, participated in, endorsed, implemented, and performed the conduct alleged herein.

9 18. The practices and policies which are complained of by way of this Complaint are
10 enforced throughout the State of California, including in Los Angeles County.

11 19. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
12 participation in the conduct alleged herein, of the Defendants sued as Does 1-25, inclusive, but is
13 informed and believes that said Defendants are legally responsible for the conduct alleged herein and
14 therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege
15 both the true names and capacities of the Doe Defendants when ascertained. Plaintiff is informed and
16 believes, and thereon alleges, that at all times mentioned herein, all Defendants, including Doe
17 Defendants, and each of them, were agents, servants, employees, successors in interest, and/or joint
18 venturers of their co-Defendants and were, as such, acting within the course, scope, and authority of said
19 agency, employment, and/or venture, and with the consent of their co-Defendants, and/or said acts were
20 ratified by their co-Defendants, and that each and every Defendant, as aforesaid, when acting as a
21 principal, was negligent in the selection and hiring, training, and supervision of each and every other
22 Defendant as an agent, servant, employee, successor in interest, and/or joint venturer. Plaintiff is
23 informed and believes that each Defendant acted in all respects pertinent to this action as the agent of
24 the other Defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto,
25 and that the acts of each Defendant are legally attributable to each of the other Defendant.

26 **IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

27 20. At all times relevant herein, Defendants own and operate multiple 24-hour Coca-Cola
28 production (bottling) facilities in California in San Leandro, Los Angeles, and Downey and

1 distribution facilities in California in Eureka, Redding, Ukiah, Benicia, Sacramento, Modesto, San
2 Jose, Bishop, Fresno, Salinas, Santa Maria, Bakersfield, Ventura, Sylmar, City of Industry, Victorville,
3 Montebello MRC, Rancho Cucamonga, Orange, Irvine, Coachella, Oceanside, San Diego, and El
4 Centro. Defendants' employees bottle and distribute Coca-Cola products throughout California to
5 restaurants, sporting venues, businesses, healthcare facilities, schools, convenience stores, and
6 supermarkets.

7 21. Upon information and belief, Defendants maintain their corporate operations
8 headquarters, including their Human Resources, Training Center, and Customer Support Center for the
9 western region in Irvine, California. Upon information and belief, Defendants centralized Human
10 Resources department is responsible for conducting Defendants' recruiting and hiring of new
11 employees, as well as communicating and implementing Defendants' company-wide policies,
12 including timekeeping policies, to employees throughout California. In particular, Plaintiff and other
13 Class Members, on information and belief, received the same standardized documents and/or written
14 policies upon hire. Upon information and belief, the use of standardized documents and/or written
15 policies, including new hire documents, indicate that Defendants dictated policies at the corporate-
16 level and implemented them company-wide, regardless of their employees' assigned locations or
17 positions. On information and belief, all transactions regarding hiring, terminations, promotions, and
18 pay increases, etc., relating to Defendants' California employees were submitted to and processed by
19 Defendants' HR department in Irvine, California.

20 22. Upon information and belief, Defendants' corporate records, business records, data, and
21 other information related to Defendants, including, in particular, HR records pertaining to Defendants'
22 California employees, are also maintained at Defendants' operations headquarters in Irvine, California.

23 23. At all relevant times, Defendants have been, and continue to be, a "person" as that term
24 is defined under California Business & Professions Code section 17021 and California Labor Code
25 sections 1-29.5.

26 24. At all times relevant herein, Plaintiff was and is employed by Defendants as an hourly
27 paid, nonexempt employee in the position of Bottler in California during the Class Period.

28 25. At all times relevant herein, Plaintiff and Class Members were assigned to and required

1 to work for periods lasting in excess of five hours and were not authorized nor permitted to take full-
2 length 30-minute, uninterrupted, off-duty meal periods. Plaintiff and Class Members were required to
3 perform compensable work during their meal periods because they were regularly interrupted and
4 returned to work. As a result, Defendants did not authorize and permit Plaintiff and Class Members to
5 take full 30-minute meal periods. Accordingly, a portion of Plaintiff's and Class Members' meal
6 periods were on-duty for which Defendants failed to compensate Plaintiff and Class Members with (1)
7 premium pay for meal periods under 30 minutes and (2) the time worked that was on-duty during
8 these meal periods.

9 26. Moreover, Plaintiff and Class Members regularly worked in excess of 10 hours without
10 a second 30-minute meal period, without waiving the second meal period, and correspondingly,
11 without being paid a meal period premium.

12 27. At all times relevant herein, Plaintiff and Class Members were assigned to and required
13 and permitted to work shifts lasting over four hours and were not authorized nor permitted to take full,
14 net 10-minute rest breaks during each shift or 4-hour work period.

15 28. Upon information and belief, Defendants maintained a company-wide on-premises rest
16 break policy, which mandated that Plaintiff and Class Members remain on Defendants' premises
17 during their paid rest breaks. Because Plaintiffs and Class Members were restricted from leaving the
18 premises during rest breaks, they were denied the ability to use their rest breaks freely for their own
19 purposes. For example, Plaintiff and Class Members were unable to access their car and unable to
20 purchase food across the street because they were unable to leave the work premises. Thus,
21 Defendants effectively maintained control over Plaintiffs and Class Members during their paid rest
22 breaks.

23 29. At all times relevant herein, Defendants failed to authorize and permit Plaintiff and
24 Class Members to take full, net 10-minute rest breaks during the Class Period. At the direction of
25 Defendants and/or Defendants' knowledge and acquiescence, Plaintiff and Class Members routinely
26 worked during part of their 10-minute rest breaks due to interruptions and because they were required
27 to remain on the premises. Consequently, Defendants should have compensated Plaintiff and Class
28 Members with premium pay for noncompliant rest breaks but failed to do so.

1 30. At all times relevant herein, Plaintiff and Class Members worked in excess of eight
2 hours per workday or 40 hours per work week. Defendants failed to pay for all hours worked in
3 excess of eight hours per day, and when compensated for overtime, failed to pay the correct amount of
4 overtime by underreporting Plaintiff's and Class Members' total hours worked and by miscalculating
5 their respective regular rates of pay. Defendants failed to pay current and former hourly, nonexempt
6 employees one and one-half times (1½) their regular rate of pay for hours worked in excess of eight
7 hours per day or 40 hours per workweek. Defendants also failed to pay their employees at a rate no
8 less than twice the regular rate of pay for work in excess of 12 hours in one day or for all hours
9 worked in excess of eight hours on the seventh consecutive day of work in a workweek.

10 31. During the Class Period, Defendants require their hourly, nonexempt employees to
11 perform compensable work while off the clock, which is not recorded nor subsequently added and
12 remains unpaid. Accordingly, during the Class Period, Defendants did not provide minimum wages
13 and overtime pay for this time worked off-the-clock that Plaintiff and the Class endured.

14 32. Defendants regularly failed to pay their hourly, nonexempt employees the correct
15 amount of and rate for overtime wages. Defendants fail to record all hours as overtime by failing to
16 record all hours worked in a workday. This work, done primarily for the employer's benefit, is time
17 that hourly, nonexempt employees should be, but were not compensated for, both straight hours and
18 overtime hours worked in excess of 40 hours in a week, hours worked in excess of eight hours in a
19 day, and for the first eight hours worked on the seventh consecutive day of work in a workweek.

20 33. Supervisors employed by Defendants, including Plaintiff's location, had knowledge of
21 and required Plaintiff to perform compensable work before entering the facility prior to their shifts,
22 during meal periods and rest breaks, and at the end of their shifts. Supervisors throughout California
23 were aware that Plaintiff and others similarly situated were performing work during these times
24 without proper wages or overtime compensation.

25 34. In light of Defendants' failure to record employees' off-the-clock time that employees
26 worked and Defendants' failure to acknowledge the noncompliant meal periods and rest breaks,
27 Defendants failed to properly calculate the hourly, nonexempt employees' hours and therefore,
28 employees' premium pay, minimum wages, and overtime wages due. Accordingly, Defendants failed

1 to provide accurate wage statements to their hourly, nonexempt employees identifying all hours
2 worked and all rates in effect during the pay period.

3 35. At all times relevant herein, the same unlawful practices and procedures described
4 above affect hourly, nonexempt workers of Defendants employed in California.

5 36. At all times relevant herein, Defendants failed to pay Plaintiff and Class Members for
6 all hours worked. Thus, Defendants did not pay Plaintiff and Class Members minimum wages in
7 accordance with law and, because Class Members worked shifts over eight hours in duration,
8 Defendants also did not pay them all overtime wages in accordance with law.

9 37. Defendants' conduct, as alleged herein, has caused Plaintiff and Class Members
10 damages including, but not limited to, loss of wages and compensation. Defendants are liable to
11 Plaintiff and the Class for failing to pay minimum wages; failing to pay overtime wages; failing to pay
12 all wages owed every pay period; failing to provide timely, accurate wage statements; failing to pay all
13 wages owed upon separation; failing to record and maintain all required records; failing to reimburse
14 all necessary, business-related expenses; and engaging in unfair competition.

15 38. Plaintiff has complied with the procedures for bringing suit specified in California
16 Labor Code section 2699.3. By letter dated March 27, 2023, Plaintiff gave written notice by certified
17 mail to the Labor and Workforce Development Agency ("LWDA"), and Defendants, of the specific
18 provisions of the Labor Code alleged to have been violated, including the facts and theories to support
19 the alleged violations.

20 **V. CLASS ACTION AND REPRESENTATIVE ACTION ALLEGATIONS**

21 39. Plaintiff is a member of and seeks to be the representative for the Class of similarly
22 situated employees who all have been exposed to, have suffered, and/or were permitted to work under
23 Defendants' unlawful employment practices as alleged herein.

24 40. Plaintiff brings his first through tenth causes of action on behalf of himself and on
25 behalf of the following Class² of persons defined as:
26

27
28 ² Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class description
with greater particularity or further division into subclasses or limitation to particular issues.

1 All current and former hourly non-exempt employees of REYES COCA-
2 COLA BOTTLING, L.L.C. and/or REYES HOLDING LLC in California
at any time during the Class Period through the present.

3 41. This action is appropriately suited for a class action pursuant to Code of Civil
4 Procedure section 382 because there exists an ascertainable and sufficiently numerous Class, a well-
5 defined community of interest, and substantial benefits from certification that render proceeding as a
6 class superior to the alternatives.

7 42. Numerosity and Ascertainability. The size of the Class makes a class action both
8 necessary and efficient. On information and belief, the proposed Class includes hundreds of current
9 and former employees at Defendants' locations in California. Members of the Class are ascertainable
10 through Defendants' records but are so numerous that joinder of all individual Class Members would
11 be impractical.

12 43. Predominant Common Questions of Law and Fact. Pursuant to section 382, common
13 questions of law and fact exist as to all Class Members. These questions predominate over any
14 individualized issues. These common questions include but are not limited to:

- 15 a. Whether Defendants' policies and practices described in this Complaint were and are illegal;
- 16 b. Whether Plaintiff and each member of the Class were not paid minimum wage for each hour
17 worked or part thereof during which they were required to perform acts at the direction and
18 for the benefit of Defendants;
- 19 c. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the
20 members of the Class who worked as hourly, nonexempt employees in California for the total
21 hours worked during the Class Period;
- 22 d. Whether Defendants have engaged in a common course of requiring or permitting their
23 hourly, nonexempt employees to not report all hours worked during the Class Period;
- 24 e. Whether Defendants have engaged in a common course of failing to maintain true and
25 accurate time records for all hours worked by their nonexempt employees;
- 26 f. Whether Defendants violated Labor Code section 226.7 and/or section 512 and engaged in a
27 pattern or practice of failing to provide timely, off-duty, 30-minute meal periods to Plaintiff
28

- 1 and members of the Class who worked as hourly, nonexempt employees in California during
2 the Class Period;
- 3 g. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members
4 of the Class who worked as hourly, nonexempt employees in California during the Class
5 Period from taking full-length off-duty, 30-minute meal periods;
- 6 h. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members
7 of the Class who worked as hourly, nonexempt employees in California during the Class
8 Period from taking full-length off-duty, 30-minute meal periods for their second meal periods
9 for shifts worked in excess of 10 hours but not more than 12 hours, where these second meal
10 periods were not waived by mutual consent;
- 11 i. Whether Defendants engaged in a pattern or practice of failing to properly compensate
12 Plaintiff and the members of the Class who worked as hourly, nonexempt employees in
13 California during the Class Period for missed, untimely, or on-duty meal periods as required
14 by California law;
- 15 j. Whether Defendants violated section 11 of the applicable California Industrial Welfare
16 Commission's ("IWC") Wage Order(s) by failing to provide Plaintiff and the members of the
17 Class who worked as hourly, nonexempt employees in California during the Class Period with
18 timely, off-duty, 30-minute meal periods;
- 19 k. Whether Defendants violated California Labor Code section 2802 by failing to reimburse
20 Plaintiff and Class Members for all necessary business-related expenses they incurred;
- 21 l. Whether Defendants engaged in an unfair practice and violated California Business and
22 Professions Code, section 17200, *et seq.* by failing to provide Plaintiff and the members of
23 the Class who worked as hourly, nonexempt employees in California during the Class Period
24 with their statutory, off-duty, meal periods;
- 25 m. Whether Defendants maintained accurate time records of off-duty, 30-minute meal periods
26 taken by Plaintiff and members of the Class during the Class Period in accordance with section
27 7 of the applicable IWC Wage Order(s);
- 28

- 1 n. Whether Defendants engaged in a pattern or practice of failing to properly compensate
2 Plaintiff and the members of the Class who worked as hourly, nonexempt employees in
3 California during the Class Period for failing to provide full-length 10-minute rest breaks as
4 contemplated by California law for work periods in excess of four hours;
- 5 o. Whether Defendants maintained a company-wide on-premises rest break policy, which
6 mandated that Plaintiff and Class Members remain on Defendants' premises during their paid
7 rest breaks, thereby restricting Plaintiff and Class Members from leaving the premises during
8 rest breaks, which denied Plaintiff and Class Members the ability to use their rest breaks freely
9 for their own purposes;
- 10 p. Whether Defendants failed to compensate, and therefore violated section 12 of the applicable
11 IWC Wage Order(s) and Labor Code section 226.7 by failing to provide 10-minute,
12 uninterrupted rest breaks as contemplated by California law for work periods in excess of four
13 hours;
- 14 q. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
15 overtime pay to Plaintiff and the Class for hours worked in excess of eight hours in a day;
- 16 r. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
17 double time for hours worked in excess of 12 hours in a day;
- 18 s. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable
19 IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for hours worked
20 in excess of eight hours in a day;
- 21 t. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable
22 IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for the first eight
23 hours worked in a day on the seventh consecutive day in a workweek and double time for all
24 hours worked in excess of eight hours on such days;
- 25 u. Whether Defendants violated Labor Code sections 218.5, 204, 1197, and 1198 due to failure
26 to compensate Plaintiff and the Class for those acts Defendants required Plaintiff and
27 members of the Class to perform for the benefit of Defendants;
- 28

- 1 v. Whether Defendants violated Labor Code section 226(a) by issuing inaccurate wage
2 statements to Plaintiff and members of the Class that failed to include payments for missed,
3 untimely, and/or on-duty meal periods among wages earned throughout the Class Period;
4 w. Whether Defendants violated Labor Code section 226 by issuing inaccurate wage statements
5 to Plaintiff and members of the Class that failed to accurately state the total hours worked and
6 therefore, the total gross and net wages owed, to the detriment of Plaintiff and the Class;
7 x. Whether Defendants have engaged in a common course of failing to pay nonexempt
8 employees all wages due upon termination;
9 y. Whether Defendants violated California Labor Code section 2802 by failing to reimburse
10 Plaintiff and Class Members for all necessary, business-related expenses they incurred;
11 z. Whether Defendants have engaged in unfair competition by the above-listed conduct; and
12 aa. The nature and extent of class-wide injury and the measure of damages for the injury.

13 44. Typicality. Plaintiff's claims are typical of the members of the Class. Plaintiff, like
14 other members of the Class working for Defendants in California, was subjected to Defendants' policy
15 and practice of refusing to properly and fully pay overtime in violation of California wage and hour
16 laws. Plaintiff's job duties were and are typical of those of other class members who worked for
17 Defendants in California.

18 45. Adequacy of Representation. Plaintiff will fairly and adequately represent the interests
19 of the Class because his individual interests are consistent with and not antagonistic to the interests of
20 the Class, and because Plaintiff has selected counsel who has the requisite resources and ability to
21 prosecute this case as a class action and are experienced labor and employment attorneys who have
22 successfully litigated other cases involving similar issues.

23 46. Superiority of Class Mechanism. The class action mechanism is superior to any
24 alternatives that might exist for the fair and efficient adjudication of these claims. Proceeding as a
25 class action would permit the large number of injured parties to prosecute their common claims in a
26 single forum simultaneously, efficiently, and without unnecessary duplication of evidence, effort and
27 judicial resources. A class action is the only practical way to avoid the potentially inconsistent results
28 that numerous individual trials are likely to generate. Moreover, class treatment is the only realistic

means by which Plaintiff can effectively litigate against a large, well-represented corporate defendant like Defendants. In the absence of a class action, Defendants would be unjustly enriched because they would be able to retain the benefits and fruits of the many wrongful violations of the California state laws. Numerous repetitive individual actions would also place an enormous burden on the courts as they are forced to take duplicative evidence and decide the same issues relating to Defendants' conduct over and over again.

VI. FIRST CAUSE OF ACTION

Failure to Provide Meal Periods

in Violation of Cal. Labor Code §§ 512 and 226.7; IWC Wage Order No. 1-2001, § 11

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

47. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

48. California Labor Code section 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

49. IWC Wage Order No. 1-2001 (11)(A) provides, in pertinent part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

50. Section 512(k) of the California Labor Code provides, in pertinent part, that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

1 51. As alleged herein, Defendants failed to authorize and permit timely, uninterrupted meal
2 periods during the Class Period. Plaintiff and members of the Class were routinely required to work
3 without a full 30-minute meal period at the direction of Defendants and/or with Defendants'
4 knowledge and acquiescence, because the time that Plaintiff and members of the Class attended to
5 meal period interruptions was both off the clock and, therefore, not compensated and also meant
6 Plaintiff and Class Members did not receive a full 30 minutes for their meal periods. As a result,
7 Plaintiff and Class Members were not relieved of their duties such that they could take duty-free meal
8 periods and thus had to work during some of their meal periods. In short, Plaintiff and the Class had to
9 perform compensable work during a significant portion of their meal periods and, therefore, were not
10 relieved of their duties to take compliant meal periods.

11 52. Defendants also did not schedule second meal periods and had no policy for permitting
12 and authorizing Plaintiff and other employees to take second 30-minute meal periods on days they
13 worked in excess of 10 hours in one day. For example, during his employment, when Plaintiff worked
14 over 10 hours in a day, he did not receive a second compliant meal period on those days, nor did he
15 consent to waiving them. Because of Defendants' companywide practice of denying hourly,
16 nonexempt employees second 30-minute meal periods, Plaintiff and other Class Members were not
17 relieved of all duties such that they could take full-length second 30-minute meal periods and instead
18 had to work during a portion of that time allotted for meal periods. Accordingly, Defendants failed to
19 provide all meal periods in violation of California Labor Code sections 226.7 and 512. Defendants
20 knew or should have known that their companywide adoption of the requirement that employees skip
21 their meal period without executing waivers to do so would result in a failure to provide Plaintiff and
22 other Class Members with full and timely meal periods as required by the applicable IWC Wage
23 Order(s) and Labor Code sections 226.7 and 512(a). Furthermore, Plaintiff and other Class Members
24 did not sign valid meal period waivers on days that they were entitled to meal periods but were not
25 relieved of all duties.

26 53. Moreover, Defendants engaged in a systematic, companywide policy to not pay meal
27 period premiums each time they were owed. Alternatively, to the extent that Defendants did pay
28 Plaintiff and other Class Members one additional hour of premium pay for missed meal periods,

1 Defendants did not pay Plaintiff and other Class Members at the correct rate of pay for premium
2 wages because Defendants failed to include all forms of compensation, such as commissions, shift
3 differentials, incentive pay, and/or nondiscretionary bonuses, in the regular rate of pay. As a result, to
4 the extent Defendants paid Plaintiff and other Class Members premium pay for missed meal periods, it
5 did so at a lower rate than required by law. As a result, Defendants failed to provide Plaintiff and
6 other Class Members compliant meal periods and failed to pay the full meal period premiums due, in
7 accordance with California Labor Code sections 204, 210, 226.7, and 512.

8 54. By their actions in requiring their employees to work during a portion of their meal
9 periods and/or their failure to relieve nonexempt, hourly, nonexempt employees of their duties for
10 their off-duty meal periods, Defendants have violated California Labor Code section 226.7 and section
11 11 of IWC Wage Order No. 1-2001 and is liable to Plaintiff and the Class.

12 55. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been
13 deprived of timely off-duty meal periods and are entitled to recovery under Labor Code section
14 226.7(b) and section 11 of IWC Wage Order No. 1-2001, in the amount of one additional hour of pay
15 at the employee's regular rate of pay for each work period during each day in which Defendants failed
16 to provide their hourly, nonexempt employees with timely, statutory, off-duty meal periods.

17 **VII. SECOND CAUSE OF ACTION**

18 **Failure to Provide Rest Breaks**

19 **in Violation of Cal. Labor Code §§ 226.7, 512, and 1194;**

20 **IWC Wage Order No. 1-2001, § 12**

21 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

22 56. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this
23 Complaint as if fully set forth herein.

24 57. California Labor Code section 226.7(a) provides, "No employer shall require any
25 employee to work during any meal or rest period mandated by an applicable order of the Industrial
26 Welfare Commission."

27 58. IWC Wage Order No. 1-2001, section (12)(A) provides, in pertinent part: "Every
28 employer shall authorize and permit all employees to take rest periods, which insofar as practicable

1 shall be in the middle of each work period. The authorized rest period time shall be based on the total
2 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
3 thereof. However, a rest period need not be authorized for employees whose total daily work times is
4 less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked
5 for which there shall be no deduction from wages.”

6 59. IWC Wage Order No. 1-2001, section (12)(B) provides, “If an employer fails to
7 provide an employee with a rest period in accordance with the applicable provisions of this order, the
8 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
9 for each workday that the rest period is not provided.”

10 60. As alleged herein, Defendants failed to authorize and permit compliant rest breaks
11 during the Class Period. Plaintiff and members of the Class were routinely required to work during a
12 portion of their rest breaks at the direction of Defendants and/or with Defendants’ knowledge and
13 acquiescence.

14 61. Furthermore, Defendants maintained and implemented a company-wide on-premises
15 rest break policy mandating that Plaintiffs and Class Members remain on the work premises during
16 their meal periods. Because Plaintiffs and Class Members were restricted from leaving the premises
17 during rest breaks, they were denied the ability to use their rest breaks freely for their own purposes.
18 Thus, Defendants effectively maintained control over Plaintiffs and Class Members during rest breaks.

19 62. At the same time, Defendants implemented a companywide policy to not pay rest break
20 premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members one
21 additional hour of premium pay for missed rest breaks, Defendants did not pay Plaintiff and other
22 Class Members at the correct rate of pay for premium wages because Defendants failed to include all
23 forms of compensation, such as commissions, incentive pay, shift differentials, and/or
24 nondiscretionary bonuses, in the regular rate of pay. As a result, to the extent Defendants paid
25 Plaintiff and other Class Members premium pay for missed rest breaks, it did so at a lower rate than
26 required by law. As a result, Plaintiff and other Class Members were denied compliant rest breaks and
27 Defendants failed to pay the full rest break premiums due, in violation of Labor Code section 226.7
28 and the applicable IWC Wage Order(s).

63. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and all others similarly situated and such conduct has continued through the filing of the initial Complaint.

64. As a direct and proximate result of Defendants' unlawful action, Plaintiff and the Class have been deprived of full-length 10-minute rest breaks and/or were not paid for rest breaks taken during the Class Period and are entitled to recovery under Labor Code section 226.7(b) in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period during each day in which Defendants failed to provide employees with compliant and/or paid rest breaks.

VIII. THIRD CAUSE OF ACTION

Failure to Pay Minimum Wages

Upon Payment of Wages in Violation of Cal. Labor Code §§ 510, 1194, 1194.2,

and 1197; IWC Wage Order No. 1-2001, § 4

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

65. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

66. Labor Code section 510 provides in relevant part: "[e]ight hours of labor constitutes a day's work. Any work in excess of eight hours in one work day and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

67. Labor Code section 1197 provides: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

68. Labor Code section 1182.12 establishes the right of employees to be paid minimum

1 wages for all hours worked in amounts set by state law.

2 69. Labor Code section 1194, subdivision (a) provides: “Notwithstanding any agreement
3 to work for a lesser wage, an employee receiving less than the legal minimum wage or the legal
4 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
5 balance of the full amount of this minimum wage or overtime compensation, including interest
6 thereon, reasonable attorney’s fees, and costs of suit.”

7 70. Labor Code section 1194.2 provides in pertinent part: “In any action under Section
8 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum
9 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated
10 damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

11 71. Pursuant to IWC Wage Order No. 1-2001, section (2)(H), at all times material hereto,
12 “hours worked” includes “the time during which an employee is subject to the control of an employer,
13 and includes all the time the employee is suffered or permitted to work, whether or not required to do
14 so.”

15 72. At all times relevant during the liability period, under the provisions of IWC Wage
16 Order No. 1-2001, Plaintiff and each Class Member should have received not less than the minimum
17 wage in a sum according to proof for the time worked, but not compensated.

18 73. For all hours that Plaintiff and Class Members worked, they are entitled to not less than
19 the California minimum wage and, pursuant to Labor Code section 1194.2(a) liquidated damages in an
20 amount equal to the unpaid minimum wages and interest thereon.

21 74. Pursuant to Labor Code section 1194, Plaintiff and Class Members are also entitled to
22 their attorneys’ fees, costs, and interest according to proof.

23 75. At all times relevant during the liability period, Defendants willfully failed and refused,
24 and continue to willfully fail and refuse, to pay Plaintiff and Class Members the amounts owed.

25 76. As described above, Defendants required Plaintiff and other Class Members to work
26 during their unpaid meal periods and paid rest breaks as a consequence of interruptions and
27 Defendants’ on-premises rest break policy, respectively. Additionally, Defendants did not pay at least
28 minimum wages for these off-the-clock hours let alone overtime and double time for the hours that

1 qualified for premium payment.

2 77. Defendants' unlawful conduct alleged herein occurred in the course of employment of
3 Plaintiff and all other similarly situated nonexempt, hourly, nonexempt employees, and Defendants
4 have done so continuously throughout the filing of this complaint.

5 78. As a direct and proximate result of Defendants' violation of Labor Code sections 510
6 and 1197, Plaintiff and other Class Members have suffered irreparable harm and money damages
7 entitling them to damages, injunctive relief or restitution. Plaintiff, on behalf of himself and on behalf
8 of the Class, seeks damages and all other relief allowable including all wages due while working as
9 Defendants' hourly, nonexempt employees, attorneys' fees, liquidated damages, prejudgment interest,
10 and as to those employees no longer employed by Defendants, waiting time penalties pursuant to
11 Labor Code sections 200, *et seq.*

12 79. Plaintiff and Class Members are entitled to the unpaid amount of minimum wages, pre-
13 judgment interest, liquidated damages, statutory penalties, attorneys' fees, and costs according to
14 Labor Code sections 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure 1021.5.

15 **IX. FOURTH CAUSE OF ACTION**

16 **Failure to Pay Overtime Wages**

17 **in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 1-2001, § 3**
18 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

19 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this
20 Complaint as if fully set forth herein.

21 81. Pursuant to section 3 of IWC Wage Order No. 1-2001; California Code of Regulations,
22 Title 8, Chapter 5, section 11040, section 12; and Labor Code sections 200, 204, 226, 500, 510, 512,
23 1194, and 1198, Defendants were required to compensate Plaintiff and members of the Class for all
24 overtime hours worked, which is calculated at one and one-half (1½) times the regular rate of pay for
25 hours worked in excess of eight hours per day and/or 40 hours per week, and for the first eight hours
26 on the seventh consecutive work day, with double time after eight hours on the seventh day of any
27 work week, or after 12 hours in any work day.

28 82. Plaintiff and members of the Class were and are nonexempt employees entitled to the

1 protections of IWC Wage Order No. 1-2001; California Code of Regulations, Title 8, section 11040,
2 section 12; and Labor Code sections 200, 226, 500, 510, 512, 1194, and 1198. In addition, during the
3 Class Period, Plaintiff and other members of the Class consistently worked five days per week for
4 shifts of eight hours or more. During the course of Plaintiff's employment, and during the course of
5 the employment of the members of the Class, Defendants failed to compensate Plaintiff and the Class
6 for overtime hours worked as required under the aforementioned Labor Codes and Regulations.

7 83. Under the aforementioned Wage Orders, statutes, and regulations, Plaintiff and
8 members of the Class are entitled to one and one-half (1½) times and/or double their regular rate of
9 pay for overtime work performed during the four years preceding the filing of this Complaint, based
10 on appropriate calculations of the "total remuneration" for each workweek.

11 84. In violation of state law, Defendants have knowingly and willfully refused to perform
12 their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a
13 direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to
14 the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
15 seeking to compel Defendants to fully perform their obligations under state law, all to their respective
16 damage in amounts according to proof at time of trial, but in amounts in excess of the minimum
17 jurisdiction of this Court.

18 85. Defendants committed the acts alleged herein knowingly and willfully, with the
19 wrongful and deliberate intention of injuring Plaintiff and the Class, from improper motives
20 amounting to malice, and in conscious disregard of Plaintiff's rights and the rights of the Class.
21 Plaintiff and the Class are thus entitled to recover nominal, actual, compensatory, punitive, and
22 exemplary damages in amounts according to proof a time of trial, but in amounts in excess of the
23 minimum jurisdiction of this Court.

24 86. Defendants' conduct described herein violates IWC Wage Order No. 1-2001;
25 California Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226,
26 500, 510, 512, and 1198. Therefore, pursuant to Labor Code sections 200, 203, 204, 226, 226.7, 512,
27 558, and 1194, Plaintiff and the Class are entitled to recover the unpaid balance of overtime
28 compensation Defendants owes Plaintiff and the Class, plus interest, penalties, attorneys' fees,

1 expenses, and costs of suit.

2 **X. FIFTH CAUSE OF ACTION**

3 **Failure to Pay All Wages Owed Every Pay Period**

4 **in Violation of Cal. Labor Code § 204**

5 **(Brought by Plaintiff on Behalf of Himself and All Aggrieved Persons Against All Defendants)**

6 87. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this
7 Complaint as if fully set forth herein.

8 88. California Labor Code section 204 establishes the fundamental right of all employees in
9 the State of California to be paid wages in a timely fashion for their work. At all times relevant during
10 the PAGA period, Defendants failed to pay Plaintiff and all Aggrieved Persons the full amount of all
11 owed wages when due as required by California Labor Code section 204. At all relevant times herein,
12 Labor Code section 204 provides that all wages earned by any person in any employment between the
13 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination
14 of an employee, are due and payable between the 16th and the 26th day of the month during which the
15 labor was performed. Labor Code section 204 further provides that all wages earned by any person in
16 any employment between the 16th and the last day, inclusive, of any calendar month, other than those
17 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
18 the following month.

19 89. At all relevant times herein, Labor Code section 204 provides that all wages earned for
20 labor in excess of the normal work period shall be paid no later than the payday for the next regular
21 payroll period. Alternatively, at all relevant times herein, Labor Code section 204 provides that the
22 requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or
23 semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close
24 of the payroll period.

25 90. During the PAGA Period, Defendants willfully failed to pay Plaintiff and other
26 similarly aggrieved employees all wages earned each pay period in a timely fashion. For example,
27 Plaintiff is informed, believes, and thereon alleges, that at all times relevant during the PAGA Period,
28 Defendants had a practice of not paying Plaintiff and other similarly aggrieved employees: (i)

1 minimum wages for all hours worked; (ii) overtime wages for all overtime hours worked; and (iii)
2 premium wages for all missed meal periods and rest breaks; and failed to pay all wages by the 10th
3 and the 26th day of the month for the prior pay period.

4 91. As a result of Defendants' unlawful conduct, Plaintiff and all Aggrieved Persons have
5 suffered damages in an amount, subject to proof, to the extent they were not paid all wages each pay
6 period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined
7 directly from Defendants' records or indirectly based on information from Defendants' records.
8 Additionally, Plaintiff and all Aggrieved Persons are entitled to all available civil and statutory
9 penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to
10 those provided in California Labor Code section 226(e), as well as other available remedies.

11 **XI. SIXTH CAUSE OF ACTION**

12 **Failure to Furnish Timely and Accurate Wage Statements**

13 **Upon Payment of Wages in Violation of Cal. Labor Code § 227.3**

14 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

15 92. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this
16 Complaint as if fully set forth herein.

17 93. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this
18 Complaint as if fully set forth herein.

19 94. Labor Code section 226(a) sets forth reporting requirements for employers when they
20 pay wages, as follows: "Every employer shall . . . at the time of each payment of wages, furnish his or
21 her employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours
22 worked by the employee . . . (3) the number of piece-rate units earned and any applicable piece rate if
23 the employee is paid on a piece-rate basis" Section (e) provides: "An employee suffering injury
24 as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be
25 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
27 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and shall
28 be entitled to an award of costs and reasonable attorney's fees."

1 95. Defendants failed to accurately record the overtime hours worked by Plaintiff and Class
2 Members.

3 96. Additionally, Defendants failed to accurately record all rates of pay in effect during the
4 pay period.

5 97. Plaintiff and Class Members were damaged by these failures because, among other
6 things, the failures hindered Plaintiff and the Class from determining the amounts of wages actually
7 owed to them.

8 98. Plaintiff and Class Members request recovery of Labor Code section 226(e) penalties
9 according to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code section 226(e),
10 in a sum as provided by the Labor Code and/or other statutes.

11 **XII. SEVENTH CAUSE OF ACTION**

12 **Failure to Pay All Wages Owed Upon Separation**

13 **in Violation of Cal. Labor Code §§ 201–203**

14 **(Brought by Plaintiff on Behalf of Himself and All Aggrieved Persons Against All Defendants)**

15 99. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this
16 Complaint as if fully set forth herein.

17 100. Labor Code section 201 provides, in relevant part, “[I]f an employer discharges an
18 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

19 101. Labor Code section 202 provides, in relevant part, “[I]f an employee not having a
20 written contract for a definite period quits his or her employment, his or her wages shall become due
21 and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice
22 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
23 quitting.”

24 102. Section 203 of the California Labor Code provides that if an employer willfully fails to
25 pay compensation promptly upon discharge or resignation, as required by sections 201 and 202, then
26 the employer is liable for penalties in the form of continued compensation up to 30 workdays.

27 103. At all times relevant during the PAGA Period, Plaintiff and all Aggrieved Persons were
28 employees of Defendants covered by Labor Code section 203. Pursuant to Labor Code section 201,

upon all Aggrieved Persons' separation dates, Defendants were required to pay all Aggrieved Persons all wages earned.

104. At the time of all Aggrieved Persons' respective separation dates, all Aggrieved Persons had unpaid wages. Defendants willfully failed to pay all Aggrieved Persons who are no longer employed by Defendants for their uncompensated hours, uncompensated overtime, and missed, untimely, or on-duty meal periods and rest breaks upon their termination or separation from employment with Defendants as required by California Labor Code sections 201 and 202. Thus, in violation of Labor Code section 201, Defendants failed to pay all Aggrieved Persons the full amount of wages due and owing them, in amounts to be proven at the time of trial, but in excess of the jurisdictional minimum of this Court.

105. Defendants' failure to pay all Aggrieved Persons respective wages due and owed to them was willful, and done with the wrongful and deliberate intention of injuring all Aggrieved Persons and in conscious disregard of their rights.

106. Defendants' willful failure to pay former employee Plaintiff and all Aggrieved Persons all of the wages due and owing them constitutes violations of Labor Code sections 201 and 203, which provide that an employee's wages will continue as a penalty up to 30 days from the time the wages were due. Therefore, all former employees are each entitled to penalties pursuant to Labor Code section 203. However, here Plaintiff is seeking only penalties pursuant to PAGA because Plaintiff has not yet separated from Defendants. *Huff v. Securitas Security Services*, 23 Cal.App.5th 745 (2018). Plaintiff reserves his right to seek damages for these alleged violations in the event he separates from Defendants.

XIII. EIGHTH CAUSE OF ACTION

Failure to Maintain Required Records

in Violation of Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7

(Brought by Plaintiff on Behalf of Himself and All Aggrieved Persons Against All Defendants)

107. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

108. During the PAGA Period, as part of Defendants' illegal payroll policies and practices to

1 deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and
2 intentionally failed to maintain records as required under California Labor Code sections 226 and
3 1174, and IWC Wage Order No. 1-2001, section 7, including but not limited to the following records:
4 total daily hours worked by each employee; applicable rates of pay; nonproductive, compensable time;
5 time records showing when each employee begins and ends each work period; and accurate itemized
6 statements.

7 109. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and all
8 Aggrieved Persons have been damaged in an amount according to proof at trial, and are entitled to all
9 wages earned and due, plus interest thereon. Additionally, Plaintiff and all Aggrieved Persons are
10 entitled to all available civil and statutory penalties and an award of costs, expenses, and reasonable
11 attorneys' fees, including but not limited to those provided in California Labor Code section 226(e), as
12 well as other available remedies.

13 **XIV. NINTH CAUSE OF ACTION**

14 **Failure to Reimburse All Necessary Business-Related Expenses**

15 **Violation of California Labor Code § 2802**

16 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

17 110. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this
18 Complaint as if fully set forth herein.

19 111. California Labor Code section 2802 provides that "An employer shall indemnify his or
20 her employee for all necessary expenditures or losses incurred by the employee in direct consequence
21 of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
22 though unlawful unless the employee, at the time of obeying the directions, believed them to be
23 unlawful."

24 112. During the applicable statutory period, Plaintiff and Class Members incurred necessary
25 expenditures and losses in direct consequence of the discharge of their employment duties and their
26 obedience to the directions of Defendants, Defendants did not reimburse Plaintiff and Class Members
27 for these expenditures or losses. Such expenses include, but are not limited to, expenses for cellular
28 phone service related to calls placed to Plaintiff and Class Members on their days off, safety goggles,

1 and tools such as box cutters.

2 113. Defendants have failed to fully reimburse Plaintiff and Class Members for necessary
3 business-related expenses and losses.

4 114. Plaintiff and Class Members are entitled to recover their necessary unreimbursed
5 business-related expenses and losses incurred during the course and scope of their employment, plus
6 interest accrued from the date on which the employee incurred the necessary expenditures at the same
7 rate as judgments in civil actions in the State of California, pursuant to California Labor Code section
8 2802.

9 **XV. TENTH CAUSE OF ACTION**

10 **Violations of California's Unfair Competition Law ("UCL"),**

11 **California Business and Professions Code §§ 17200, *et seq.***

12 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

13 115. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this
14 Complaint as if fully set forth herein.

15 116. Section 17200 of the California Business and Professions Code (the "UCL") prohibits
16 any unlawful, unfair, or fraudulent business practices.

17 117. Through their actions alleged herein, Defendants have engaged in unfair competition
18 within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair,
19 and/or fraudulent business practices under the UCL.

20 118. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating
21 the statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to,
22 failure to pay Class Members wages and compensation they earned through labor provided, and failing
23 to otherwise compensate and reimburse Class Members, as alleged herein. Defendants' fraudulent
24 conduct includes, but is not limited to, issuing wage statements containing false and/or misleading
25 information about the time the Class Members worked and the amount of wages or compensation due.

26 119. Defendants' violations of California wage and hour laws and illegal payroll practices or
27 payment policies constitute a business practice because they were done repeatedly over a significant
28 period of time, and in a systematic manner to the detriment of Plaintiff and Class Members.

1 120. Plaintiff has standing to assert this claim because he has suffered injury in fact and has
2 lost money as a result of Defendants' conduct.

3 121. For the four years preceding the filing of this action, Plaintiff and Class Members have
4 suffered damages and request restitutionary disgorgement of all monies and profits to be disgorged
5 from Defendants in an amount according to proof at the time of trial and an injunction prohibiting
6 them from engaging in the unlawful, unfair, and/or fraudulent conduct alleged herein.

7 **XVI. ELEVENTH CAUSE OF ACTION**

8 **For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004 ("PAGA"),**

9 **§§ 2698, *et seq.*, for Violations of California Labor Code Sections**

10 **(Brought by Plaintiff on Behalf of Himself and the General Public Against All Defendants)**

11 122. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this
12 Complaint as if fully set forth herein.

13 123. PAGA provides that any provision of law under the Labor Code and applicable IWC
14 Wage Order(s) that provides for a civil penalty to be assessed and collected by California's Labor and
15 Workforce Development Agency ("LWDA") for violations of the California Labor Code and
16 applicable IWC Wage Order(s) may, as an alternative, be recovered by aggrieved employees in a civil
17 action brought on behalf of themselves and other current or former employees pursuant to procedures
18 outlined in California Labor Code section 2699.3.

19 124. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person
20 who was employed by the alleged violator and against whom one or more of the alleged violations
21 was committed."

22 125. Plaintiff and other current and former employees of Defendants are "aggrieved
23 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or
24 former employees and one or more of the alleged violations were committed against them.

25 126. Pursuant to Labor Code sections 2699.3 and 2699.5, aggrieved employees, including
26 Plaintiff, may pursue a civil action arising under PAGA, alleging violations of any provision listed in
27 section 2699.5, after the following requirements have been met:

28 a. The aggrieved employee shall give written notice ("Employee's Notice") by online filing

1 to the LWDA and by certified mail to the employer of the specific provisions of the
2 California Labor Code alleged to have been violated, including the facts and theories to
3 support the alleged violations;

4 b. The Employee's Notice filed with the LWDA is accompanied by a \$75 filing fee; and

5 c. The LWDA shall provide notice ("LWDA Notice") to the employer and the aggrieved
6 employee by certified mail that it does not intend to investigate the alleged violation within
7 60 calendar days of the postmark date of the Employee's Notice. Upon receipt of the
8 LWDA Notice, or if the LWDA Notice is not provided within 65 calendar days of the
9 postmark date of the Employee's Notice, the aggrieved employee may commence a civil
10 action pursuant to California Labor Code section 2699 to recover civil penalties in
11 addition to any other penalties to which the employee may be entitled.

12 2. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, including
13 Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those
14 listed in section 2699.5 after the following requirements have been met:

15 a. The aggrieved employee shall give written notice by online filing ("Employee's Notice")
16 to the LWDA and by certified mail to the employer of the specific provisions of the
17 California Labor Code alleged to have been violated, including the facts and theories to
18 support the alleged violations;

19 b. The Employee's Notice filed with the LWDA is accompanied by a \$75 filing fee; and

20 c. The employer may cure the alleged violation within 33 calendar days of the postmark date
21 of the Employee's Notice. The employer shall give written notice by certified mail within
22 that period of time to the aggrieved employee or representative and the agency if the
23 alleged violation is cured, including a description of actions taken, and no civil action
24 pursuant to Section 2699 may commence. If the alleged violation is not cured within the
25 33-day period, the employee may commence a civil action pursuant to Section 2699.

26 127. On March 27, 2023, Plaintiff provided written notice by online filing to the LWDA and
27 by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have
28 been violated, including facts and theories to support the alleged violations, in accordance with

1 California Labor Code section 2699.3. Plaintiff's notice to the LWDA was accompanied by the \$75
2 filing fee. A true and correct copy of Plaintiff's written notice to the LWDA , REYES COCA-COLA
3 BOTTLING, L.L.C. and REYES HOLDINGS LLC dated March 27, 2023 is attached hereto as
4 **"Exhibit 1."**

5 128. As of the filing date of the initial complaint, over 65 days have passed since Plaintiff
6 sent the LWDA Notice described above, and the LWDA has not responded that it intends to
7 investigate Plaintiff's claims. Defendants have not given notice that it has cured the alleged violations
8 set forth in this Complaint. Thus, Plaintiff has satisfied the administrative prerequisites under
9 California Labor Code section 2699.3(a) and (c) to recover civil penalties Against All Defendants, in
10 addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204,
11 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

12 129. Labor Code section 558(a) provides that "[a]ny employer or other person acting on
13 behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision
14 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
15 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
16 employee for each pay period for which the employee was underpaid in addition to an amount
17 sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100)
18 for each underpaid employee for each pay period for which the employee was underpaid in addition to
19 an amount sufficient to recover underpaid wages." Labor Code section 558(c) provides that "[t]he
20 civil penalties provided for in this section are in addition to any other civil or criminal penalty
21 provided by law."

22 130. Defendants, at all times relevant herein, were employers or persons acting on behalf of
23 an employer(s) who violated Plaintiff's and other non-party aggrieved employees' rights by violating
24 various sections of the California Labor Code as set forth above.

25 131. As set forth below, Defendants have violated numerous provisions of both the Labor
26 Code sections regulating hours and days of work as well as the applicable IWC Wage Order(s),
27 including:

28 d. Violations of Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage

Order(s) for Defendants' failure to provide Plaintiff and other Class Members with compliant meal periods and/or rest breaks, as set forth above;

- e. Violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable IWC Wage Order(s) for Defendants' failure to compensate Plaintiff and other Class Members with at least minimum wages for all hours worked as set forth above;
- f. Violations of Labor Code sections 510, 1198, and the applicable IWC Wage Order(s) for Defendants' failure to compensate Plaintiff and other Class Members with overtime wages for all hours worked in excess of eight in one day or 40 in one week and double time for all hours worked in excess of 12 hours, as set forth above;
- g. Violations of Labor Code sections 226(a), 1198, and the applicable IWC Wage Order(s) for failure to provide accurate and complete wage statements to Plaintiff and other Class Members as set forth above;
- h. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC Wage Order(s) for failure to maintain payroll records. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order(s). Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order(s), employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants failed, on a companywide basis, to keep records of meal period start and stop times for Plaintiff and other non-party aggrieved employees in violation of section 1198. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees

employed at the respective plants or establishments” During the relevant time period, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party aggrieved employees showing the daily hours they actually worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked;

- i. Violations of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination as set forth above;
- j. Violations of Labor Code section 204 for failure to pay all earned wages during employment as set forth above;
- k. Violations of Labor Code section 2802 for failure to reimburse Plaintiff and other Class Members for all necessary, business-related expenses incurred during employment as set forth above;
- l. Plaintiff and other non-party aggrieved employees are therefore entitled to recover penalties, attorneys’ fees, costs, and interest thereupon, pursuant to Labor Code section 2699(f)-(g); and
- m. Any and all additional applicable civil penalties and sums as provided by the California Labor Code and/or other relevant statutes.

3. Pursuant to California Labor Code sections 2699(a), 2699.3, 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other non-party aggrieved employees, and the State of California Against All Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

132. In addition, Plaintiff seeks and is entitled to seventy-five percent (75%) of all penalties obtained under California Labor Code section 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the California Labor Code, and twenty-five percent (25%) to all aggrieved employees.

133. Further, Plaintiff is entitled to recover reasonable attorneys’ fees and costs pursuant to California Labor Code sections 2699(g)(1), 218.5, 1194(a) and any other applicable statute.

1 **XVII. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated and also on behalf
3 of the general public, respectfully requests that this Court find against all defendants as follows:

4 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of
5 twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to
6 amend his prayer for relief to seek a different amount.

7 **Class Certification**

8 2. That this case be certified as a class action;

9 3. That Plaintiff be appointed as the representative of the Class; and

10 4. That counsel for Plaintiff be appointed as class counsel.

11 **As to the First Cause of Action (Meal Periods)**

12 5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code
13 sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order by willfully failing to provide
14 all meal periods to Plaintiff and Class Members;

15 6. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each
16 employee's regular rate of pay for each workday that a meal period was not provided;

17 7. For all actual, consequential, and incidental losses and damages, according to proof;

18 8. For premiums pursuant to California Labor Code section 226.7(c);

19 9. For pre-judgment interest on any unpaid meal period premiums from the date such amounts
20 were due, or as otherwise provided by law;

21 10. For attorneys' fees pursuant to California Labor Code section 218.5 and Code of Civil
22 Procedure section 1021.5, or as otherwise provided by law; and

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

24 **As to the Second Cause of Action (Rest Breaks)**

25 12. That the Court declare, adjudge, and decree that Defendants violated California Labor Code
26 sections 226.7, 516, and 1198 and the applicable IWC Wage Order by willfully failing to authorize and
27 permit Plaintiff and class members to take all rest periods;

28 13. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each

employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

14. For all actual, consequential, and incidental losses and damages, according to proof;

15. For premiums pursuant to California Labor Code section 226.7(c);

16. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

17. For attorneys' fees pursuant to California Labor Code section 218.5 and Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

As to the Third Cause of Action (Minimum Wages)

19. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

20. For general unpaid wages and such general and special damages as may be appropriate;

21. For pre-judgment interest on any unpaid compensation from the date such amounts were due wages pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289, or as otherwise provided by law;

22. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code sections 218.5 and 1194(a);

23. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Fourth Cause of Action (Overtime Wages)

25. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and class members;

26. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

27. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

28. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code sections 218.5 and 1194(a); and

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

As to the Fifth Cause of Action (Wages Every Pay Period)

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, and/or meal and rest period premiums during their employment;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory penalties according to proof pursuant to California Labor Code section 210;

33. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

34. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

As to the Sixth and Eighth Causes of Action (Wage Statements, Maintain Records)

36. That the Court declare, adjudge, and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff members, and willfully failed to provide accurate itemized wage statements thereto;

37. For all actual, consequential, and incidental losses and damages, according to proof;

38. For injunctive relief pursuant to California Labor Code section 226(h);

39. For statutory penalties pursuant to California Labor Code section 226(e);

40. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

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

As to the Seventh Cause of Action (Wages Owed Upon Separation)

42. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

43. For all actual, consequential, and incidental losses and damages, according to proof;

44. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Labor Code section 218.5 and Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

As to the Ninth Cause of Action (Unreimbursed Business Expenses)

48. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and Class Members;

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

51. For all actual, consequential, and incidental losses and damages, according to proof;

52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

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

As to Tenth Cause of Action (UCL)

54. *Unlawful prong*: That the Court declare, adjudge, and decree that Defendants' conduct of failing to provide Plaintiff and Class Members all overtime wages due to them, failing to provide Plaintiff and Class Members all minimum wages due to them, failing to provide Plaintiff and Class Members all meal periods, failing to authorize and permit Plaintiff and Class Members to take all rest periods, failing to provide Plaintiff and Class Members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and Class Members, failing to timely pay Plaintiff and Class Members all earned wages during employment, and failing to reimburse Plaintiff and Class Members for

business-related expenses, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

55. *Unlawful prong*: For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

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

57. *Unfair prong*: That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and Class Members the statutory benefits guaranteed under California Labor Code section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

58. *Unfair prong*: For restitution of the statutory benefits under California Labor Code section 226.7 unfairly withheld from Plaintiff and Class Members and prejudgment interest from the day such amounts were due and payable;

59. *Unfair prong*: For pre-judgment and post-judgment interest as provided by law;

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

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

As to Eleventh Cause of Action (PAGA)

62. That the Court declare, adjudge, and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to include all forms of remuneration in the "regular rate" of pay for purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 1198 and the

1 applicable IWC Wage Order (by failing to provide suitable resting facilities); 1198 and the applicable
2 IWC Wage Order (by failing to provide suitable seating); and 2802 (by failing to reimburse business
3 expenses);

4 63. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256,
5 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a),
6 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

7 64. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any
8 and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202,
9 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802; and

10 65. For pre-judgment and post-judgment interest as provided by law; and for such other and further
11 relief as the Court may deem equitable and appropriate.

12
13 Dated: June 22, 2023

SHEGERIAN & ASSOCIATES, INC.

14
15 By:



Carney R. Shegerian
Anthony Nguyen
Cheryl A. Kenner

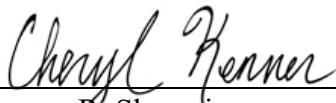
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18 Attorneys for Plaintiff ANTHONY FLORES
and all others similarly situated and aggrieved
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff ANTHONY FLORES, on behalf of himself and all others similarly situated and aggrieved,
3 hereby demands a jury trial with respect to all issues triable of right by jury.
4

5 Dated: June 22, 2023

SHEGERIAN & ASSOCIATES, INC.

6
7 By: 
8 Carney R. Shegerian
9 Anthony Nguyen
Cheryl A. Kenner

10 Attorneys for Plaintiff ANTHONY FLORES
11 and all others similarly situated and aggrieved
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EXHIBIT 1

March 27, 2023

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Reyes Coca-Cola Bottling, L.L.C.
Attn: Human Resources
6250 N. Road, Suite 9000
Rosemont, IL 60018

VIA CERTIFIED MAIL

Reyes Coca-Cola Bottling, L.L.C.
Attn: Human Resources
1334 South Central
Los Angeles, CA 90021

Reyes Holdings LLC
Attn: Legal Department
121 Orange Avenue, #96
Chula Vista, CA 91911

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA
LABOR CODE SECTION 2698, ET SEQ.**

To: The California Labor and Workforce Development Agency; Reyes Coca-Cola Bottling, L.L.C.; and Reyes Holdings LLC

From: Anthony Flores, on behalf of himself and all other current and former nonexempt, hourly employees for violations of the California Labor Code

To Whom It May Concern:

Shegerian & Associates, Inc. has been retained by current employee Anthony Flores (“Mr. Flores” or “Claimant”) to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively, with Mr. Flores, “Claimants”) who have been injured by violations of the California Labor Code. Mr. Flores, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of Reyes Coca-Cola Bottling, L.L.C. and Reyes Holdings LLC (collectively, “Reyes Coca-Cola”), intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

145 S Spring Street, Suite 400
Los Angeles, California 90012

11520 San Vicente Boulevard
Los Angeles, California 90049

6205 Lusk Boulevard, Suite 200
San Diego, California 92121

650 California Street, Suite 4-137
San Francisco, California 94108

90 Broad Street, Suite 804
New York, New York 10004

3764 Elizabeth Street
Riverside, California 92506

Factual Statement:

Reyes Coca-Cola bottles Coca-Cola products and distributes them to restaurants, sporting venues, businesses, healthcare facilities, schools, convenience stores, and supermarkets. Reyes Coca-Cola operates multiple facilities in California, including Los Angeles, Irvine, Orange, City of Industry, Sylmar, Rancho Cucamonga, Oceanside, and Downey. Upon information and belief, these facilities operate 24 hours per day with labor divided into three shifts: Day, Swing, and Graveyard.

Claimant works for Reyes Coca-Cola at the Los Angeles location as an hourly, nonexempt employee of Reyes Coca-Cola in the position of Bottler, earning \$26.90 per hour. Mr. Flores, on behalf of himself and all other similarly aggrieved current and former employees of Reyes Coca-Cola are or were nonexempt, hourly employees who are or were engaged in the production of Coca-Cola bottled beverages for Reyes Coca-Cola in California. As part of their employment with Reyes Coca-Cola, Claimant and other nonexempt, hourly employees, collectively, “nonexempt, hourly employees,” are or were assigned to and required to suffer and permitted to work without pay, while performing tasks collectively including, but not limited to: generally and primarily entails sanitizing the machinery and bottling area; using the palletizer with the denester containing the shells for the bottles; monitoring the denester to ensure proper filling, correct jams, and unclog the machine; fabricating the bottles; driving the forklift; and transporting bottles throughout the facility, among other random duties assigned each day.

Claimant Mr. Flores regularly works 5-6 days per week for 12 hours or more per day. During the entire course of his employment, Reyes Coca-Cola has failed to provide Mr. Flores and all others similarly situated with overtime and double time pay at the regular rate and compliant meal periods and rest breaks. As a consequence, Reyes Coca-Cola has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission (“IWC”) Wage Orders, including but not limited to, IWC Wage Order No. 1-2001. Reyes Coca-Cola has also failed to pay minimum wages to Mr. Flores and other nonexempt, hourly employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and IWC Wage Order No. 1-2001, section 4. Not all reporting pay owed under Wage Order No. 1-2001, section 5 was paid to Mr. Flores and Claimants either. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Reyes Coca-Cola has failed to compensate Claimants at a rate of 1.5 times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over 12 hours per workday and eight (8) hours on the seventh day of a workweek.

Reyes Coca-Cola has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Reyes Coca-Cola has failed and continues to fail to provide timely, accurate wage statements to Mr. Flores and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Reyes Coca-Cola, Reyes Coca-Cola violated Labor Code section 203 by failing to pay all wages due upon

separation. Mr. Flores is informed and believes that such violations are ongoing, systematic, and continuous. He intends to bring an action against Reyes Coca-Cola under the Private Attorneys General Act (“PAGA”) to recover wages and penalties as provided by California law.¹

Theories of Labor Code Violations and Remedies:

Claimant has been continuously employed by Reyes Coca-Cola since approximately 2005 through the present as a Bottler and he regularly performs the tasks of other Bottler employees in their absence. The position of Bottler generally entails sanitizing the machinery and bottling area; using the palletizer with the denester containing the shells for the bottles; monitoring the denester to ensure proper filling, correct jams, and unclog the machine; fabricating the bottles; driving the forklift; and transporting bottles throughout the facility, among other random duties assigned each day. For a period of at least four (4) years prior to March 2023, but for our purposes here, one (1) year, Reyes Coca-Cola has failed and continues to fail to pay such employees all overtime wages, yet regularly requires and has required employees to work in excess of eight (8) hours per workday and/or 40 hours per workweek without adequate pay under Labor Code section 1194.

Claimants also were at all times entitled to the payment of minimum wages. Reyes Coca-Cola has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 1-2001. For instance, Reyes Coca-Cola implemented policies and enforced practices requiring Claimants to work during a portion of their meal periods and rest breaks, the effects of which Reyes Coca-Cola could have mitigated through increased staffing. However, Reyes Coca-Cola instead chose to understaff its workforce, thereby failing to authorize and permit its nonexempt employees from taking compliant meal periods and rest breaks. In effect, these policies and practices cause Claimants to remain on duty during meal periods and rest breaks, and therefore,

¹ Without limitation, Mr. Flores, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

constitute a failure on Reyes Coca-Cola's part to provide compliant full-length meal periods and rest breaks. With that, Reyes Coca-Cola's corresponding failure to provide premium pay in lieu of compliant rest breaks constitutes Reyes Coca-Cola's failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Similarly, in other instances, Claimants were and are unable to take their rest breaks and in turn, continue to work through their rest breaks. Reyes Coca-Cola's failure to pay Claimants meal period and rest break premiums for noncompliant meal periods and rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. In addition to off-the-clock time worked but not ultimately paid before and after the start of shifts, not all hours that Claimants worked were recorded, adjusted, nor subsequently compensated. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 1-2001.

At all times relevant herein, Claimants were entitled to the payment of overtime. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Reyes Coca-Cola was required to compensate Claimants at a rate of 1.5 times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over 12 hours per workday and eight (8) hours on the seventh day of a workweek. Reyes Coca-Cola has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that would have been eligible for overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, Reyes Coca-Cola has failed to provide Mr. Flores and all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to section 3 of IWC Wage Order No. 1-2001.

Claimants were at all times entitled to off-duty, uninterrupted unpaid meal periods on time. Reyes Coca-Cola failed to provide meal periods to Mr. Flores and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 1-2001. Mr. Flores and all similarly aggrieved persons took their meal periods late, had their meal periods interrupted, and remained on duty as they were required to perform work during their meal periods. And Reyes Coca-Cola did not compensate Claimants with an extra hour of pay for noncompliant meal periods for each workday on which they occurred. Accordingly, since Reyes Coca-Cola required Mr. Flores and others similarly situated to work during their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, IWC Wage Order No. 1-2001, section 20, and 2699(f).

Claimants were at all times entitled to take paid off-duty rest breaks. However, Reyes Coca-Cola failed to authorize and permit off-duty rest breaks to be taken by Mr. Flores and all other similarly aggrieved employees engaged in the same tasks and function as required by Labor Code section 226.7 and section 12 of IWC Wage Order No. 1-2001. This was largely due to

understaffing. Mr. Flores and all similarly aggrieved persons were required to perform work during their rest breaks by either taking no break or else had to remain on call and therefore, on duty, during their rest breaks. Reyes Coca-Cola did not compensate Claimants with an extra hour of pay for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and IWC Wage Order No. 1-2001, section 20. Furthermore, since Reyes Coca-Cola required its nonexempt employees to work during rest periods in violation of Labor Code section 226.7(b), Claimants seek as all available penalties as set forth in Labor Code sections 558 and 2699.

Claimants were at all times entitled to be provided timely and accurate wage statements from Reyes Coca-Cola pursuant to Labor Code section 226. Because Reyes Coca-Cola failed to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, and failed to pay Claimants minimum wages for all hours worked and overtime wages, Claimants' wage statements were inaccurate in reflecting meal period and rest break premium compensation owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Reyes Coca-Cola's uniform failure to pay overtime and minimum wages, failure to authorize and permit off-duty rest breaks and meal periods or pay Claimants premium compensation in lieu thereof, and failure to furnish timely and accurate wage statements violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1182.12, 1194, and 1197, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Flores, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Reyes Coca-Cola for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

Should you require any additional information, please feel free to contact me.

Sincerely,

LABOR AND WORKFORCE DEVELOPMENT AGENCY
REYES COCA-COLA BOTTLING, L.L.C.
March 27, 2023
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SHEGERIAN & ASSOCIATES, INC.

A handwritten signature in black ink that reads "Cheryl Kenner". The script is cursive and fluid, with the first name "Cheryl" and last name "Kenner" clearly distinguishable.

Cheryl A. Kenner