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State of California and all other similarly situated aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

AMBER SULLIVAN, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

GOODWILL INDUSTRIES OF SAN
JOAQUIN VALLEY, INC., a California
corporation; and DOES 1 to 50, inclusive,

Defendants.

PAGA-ONLY ACTION

Case No.:

STK-CV-WOE-2025-1663

COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT (Labor Code §§ 2698, et
seq.) for:

1. FAILURE TO PAY ALL WAGES;
2. FAILURE TO PROVIDE ALL MEAL PERIODS;
3. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;
4. FAILURE TO FULLY REIMBURSE WORK EXPENSES;
5. FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS; AND
6. VIOLATIONS OF LABOR CODE §§ 201-202

Plaintiff Amber Sullivan, on behalf the State of California and all other similarly situated
aggrieved employees ("Plaintiff"), complains and alleges as follows against Defendant Goodwill
Industries of San Joaquin Valley, Inc. and Does 1 to 50 ("Defendants"). Plaintiff is informed and
believes, and on the basis of that information and belief, alleges as follows:

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I.

INTRODUCTION

1. This is a representative action seeking recovery of civil penalties under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code (Labor Code) §§ 2698, et seq. PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of themselves and other aggrieved current and former employees to recover civil penalties for Defendants’ violations of the Labor Code.

2. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from one year preceding the date of the filing of the original notice with the Labor and Workforce Development Agency (“LWDA”) as alleged herein, up to and through the time of trial for this matter although this should not automatically be considered the statute of limitations for any cause of action herein.

3. The relevant job titles held by the California citizens in this action are Defendants’ non-exempt employees who were subjected to Defendants’ policies and practices as described herein (the “aggrieved employees”).

4. With regard to the aggrieved employees, Defendants have:

- a. Failed to pay straight time, minimum and/or overtime wages for all hours worked;
- b. Failed to provide all required meal periods;
- c. Failed to authorize and permit all paid required rest periods;
- d. Failed to reimburse for all work-related expenses;
- e. Failed to timely furnish accurate itemized wage statements;
- f. Violated Labor Code §§ 201-202; and
- g. As a result of these violations, incurred penalties under Labor Code §§ 2698, et seq.

5. Such policies and practices, as described herein, violate the Labor Code, and therefore trigger civil penalties under Labor Code §§ 2698, et seq. Therefore, Plaintiff Amber Sullivan, on behalf of all other similarly situated aggrieved employees, brings this representative

1 PAGA action for violations of the Labor Code, seeking penalties for the violations alleged
2 herein, reasonable attorney's fees and costs, and other relief as deemed proper.

3 **II.**

4 **PARTIES**

5 **PLAINTIFF AMBER SULLIVAN**

6 6. Plaintiff Amber Sullivan is an individual over the age of 18 and is now and/or at all
7 times mentioned in this Complaint was a citizen of the State of California.

8 7. Plaintiff Amber Sullivan worked for Defendants as an Assistant Manager from
9 approximately October of 2020 to February 23, 2024, in Stockton and Mateca, California, which
10 is in San Joaquin County, California.

11 **DEFENDANT GOODWILL INDUSTRIES OF SAN JOAQUIN VALLEY, INC.**

12 8. Defendant Goodwill Industries of San Joaquin Valley , Inc., is now and/or at all
13 times mentioned in this Complaint was a corporation and the owner and operator of an industry,
14 business and/or facility licensed to do business and actually doing business in the State of
15 California.

16 **DOES 1 TO 50, INCLUSIVE**

17 9. Does 1 to 50, inclusive, are now and/or at all times mentioned in this Complaint
18 were licensed to do business and/or actually doing business in California.

19 10. Plaintiff does not know the true names or capacities, whether individual, partner
20 or corporate, of Does 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such
21 fictitious names under California Code of Civil Procedure § 474.

22 11. Plaintiff will seek leave of court to amend this Complaint to allege such names and
23 capacities as soon as they are ascertained.

24 **ALL DEFENDANTS**

25 12. Defendants, and each of them, are now and/or at all times mentioned in this
26 Complaint were in some manner legally responsible for the events, happenings and circumstances
27 alleged in this Complaint.

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13. Defendants, and each of them, proximately subjected Plaintiff and all other similarly situated aggrieved employees to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

14. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude, and/or employment.

15. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise.

16. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

17. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

18. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

III.

JURISDICTION AND VENUE

19. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

20. The California Superior Court also has jurisdiction in this matter because the dollar amount of the civil penalties sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

21. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff Amber Sullivan and all other similarly situated aggrieved employees herein were all California citizens and Defendant Goodwill Industries of San Joaquin Valley, Inc., is a California corporation. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

22. Venue is proper in San Joaquin County under Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PENALTIES UNDER LABOR CODE § 2699

(On Behalf of the Aggrieved Employees)

(Against All Defendants)

23. Plaintiff incorporates by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

A. FAILURE TO PAY ALL WAGES

24. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

25. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in one workday and any work in excess of 40 hours 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 any employee.”

26. Labor Code § 1182.12 provides the statewide minimum wage in California.

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

6 28. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
7 by the Labor Commission is unlawful.

8 29. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
9 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
10 Wage Order(s).

11 30. Defendants, as a matter of established company policy and procedure, at each and
12 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 13 a. Administered a uniform company policy and practice as to the pay policies
14 regarding Plaintiff and all other similarly situated aggrieved employees; and
- 15 b. Suffered and/or permitted Plaintiff and all other similarly situated aggrieved
16 employees to work without paying for all time they were under Defendants’
17 control including but not limited to COVID-19 and other screenings,
18 mandatory security checks, and required trainings.

19 31. Because Defendants required Plaintiff and all other similarly situated aggrieved
20 employees to remain under Defendants’ control without paying therefor, this resulted in Plaintiff
21 and all other similarly situated aggrieved employees earning less than the legal minimum wage
22 in the State of California.

23 **B. FAILURE TO PROVIDE ALL MEAL PERIODS**

24 32. Labor Code § 204 establishes the fundamental right of all employees in the State
25 of California to be paid wages, including straight time and overtime, in a timely fashion for their
26 work.

27 33. Labor Code § 226.7(b) provides “An employer shall not require an employee to
28 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or

1 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
2 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

3 34. Labor Code § 512 provides “An employer may not employ an employee for a
4 work period of more than five hours per day without providing the employee with a meal period
5 of not less than 30 minutes, except that if the total work period per day of the employee is no
6 more than six hours, the meal period may be waived by mutual consent of both the employer and
7 employee. An employer may not employ an employee for a work period of more than 10 hours
8 per day without providing the employee with a second meal period of not less than 30 minutes,
9 except that if the total hours worked is no more than 12 hours, the second meal period may be
10 waived by mutual consent of the employer and the employee only if the first meal period was not
11 waived.”

12 35. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
13 amend working condition orders with respect to break periods, meal periods, and days of rest for
14 any workers in California consistent with the health and welfare of those workers.”

15 36. Section 11(D) of the IWC Wage Orders provides “If an employer fails to provide
16 an employee a meal period in accordance with the applicable provisions of this Order, the
17 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
18 compensation for each work day that the meal period is not provided.”

19 37. On one or more occasions, Plaintiff and all other similarly situated aggrieved
20 employees worked over 5 hours per shift and therefore were entitled to an uninterrupted meal
21 period of not less than 30 minutes prior to exceeding 5 hours of employment.

22 38. Further, on one or more occasions, Plaintiff and at least some similarly situated
23 aggrieved employees worked over 10 hours per shift and therefore were entitled to an
24 uninterrupted second meal period of not less than 30 minutes prior to exceeding 10 hours of
25 employment.

26 39. As a matter of Defendants’ established company policy, Defendants failed to
27 always provide legally-complaint meal periods. These violations were caused by, inter alia,
28 Defendants’ failure to timely relieve Plaintiff and similarly situated aggrieved employees from

1 all duties and Defendants' failure to relinquish control over how employees spend their break
2 time.

3 40. Plaintiff and all other similarly situated aggrieved employees did not validly or
4 legally waive their meal periods, by mutual consent with Defendants or otherwise.

5 41. Any written agreement with Defendants agreeing to an on-the-job paid meal
6 period was invalid because the nature of the work does not support on-duty meal periods.

7 42. Therefore, as a matter of Defendants' established company policy, Defendants
8 failed to always comply with the meal period requirements established by Labor Code §§ 204,
9 226.7, 512, and 516 and Section 11 of the IWC Wage Order(s) by failing to always provide
10 Plaintiff and all other similarly situated aggrieved employees with a first and in some cases a
11 second legally compliant meal period.

12 **C. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

13 43. Labor Code § 226.7(b) provides, "An employer shall not require an employee to
14 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
15 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
16 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

17 44. Labor Code § 516 provides that the Industrial Welfare Commission "may adopt or
18 amend working condition orders with respect to break periods, meal periods, and days of rest for
19 any workers in California consistent with the health and welfare of those workers."

20 45. Section 12(A) of the IWC Wage Order(s) states, "Every employer shall authorize
21 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
22 of each work period. The authorized rest period time shall be based on the total hours worked
23 daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof. However, a rest
24 period need not be authorized for employees whose total daily work time is less than 3 ½ hours.
25 Authorized rest period time shall be counted as hours worked for which there shall be no
26 deduction from wages."

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1 46. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269, the
2 California Supreme Court held that “during rest periods employers must relieve employees of all
3 duties and relinquish control over how employees spend their time.” The court further held that a
4 policy that “tethered by time and policy to particular locations” is inconsistent with the required
5 relinquishment of control. (*Ibid.*) The court noted that employees must be free to “[take
6 a] brief walk,” or “take care of other personal matters ...like pumping breast milk ...or
7 completing a phone call to arrange child care.” (*Id.* at p. 270.)

8 47. Section 12(B) of the IWC Wage Order(s) states “If an employer fails to provide
9 an employee a rest period in accordance with the applicable provisions of this order, the
10 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
11 compensation for each workday that the rest period is not provided.”

12 48. Plaintiff and all other similarly situated aggrieved employees sometimes worked
13 over 4 hours per shift. Further, Plaintiff and all other similarly situated aggrieved employees
14 sometimes worked over 6 hours per shift, and in some cases over 10 hours per shift.

15 49. Plaintiff and all other similarly situated aggrieved employees were entitled to a
16 rest period of not less than 10 minutes for every 4 hours of work, or major fraction thereof.

17 50. As a matter of Defendants’ established company policy, Defendants failed to
18 always authorize and permit legally-compliant rest periods. These violations were caused by,
19 inter alia, Defendants’ failure to timely relieve Plaintiff and similarly situated aggrieved
20 employees from all duties and Defendants’ failure to relinquish control over how employees
21 spend their break time by preventing the Plaintiff and similarly situated aggrieved employees
22 from leaving Defendants’ facilities.

23 51. Therefore, as a matter of Defendants’ established company policy, Defendants
24 failed to always authorize and permit all legally-complaint rest periods established by Labor
25 Code §§ 226.7 and 516 and Section 12 of the IWC Wage Order(s).

26 **D. FAILURE TO REIMBURSE FOR ALL BUSINESS EXPENSES**

27 52. Under Labor Code § 450(a), “no employer...may compel or coerce any
28 employee... to patronize his or her employer, or any other person, in the purchase of any thing of

1 value.”

2 53. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee
3 for all necessary expenditures or losses incurred by the employee in direct consequence of the
4 discharge of his or her duties, or of his or her obedience to the directions of the employer.”

5 54. Labor Code § 2804 states in pertinent part “Any contract or agreement, express or
6 implied, made by any employee to waive the benefits of this article or any part thereof is null and
7 void, and this article shall not deprive any employee or his personal representative of any right or
8 remedy to which he is entitled under the laws of this State.”

9 55. As a matter of Defendants’ established company policy, Plaintiff and all other
10 similarly situated aggrieved employees were and are required by Defendants to personally incur
11 necessary expenditures in direct consequence of the discharge of their duties, including but not
12 limited to tools and specialty tools, which in this case are required by Defendants and/or are
13 necessary to the performance of the job performed by Plaintiff and all other similarly situated
14 aggrieved employees.

15 56. Defendants failed to fully and reasonably reimburse Plaintiff and all other
16 similarly situated aggrieved employees for all necessary expenditures at a reasonable rate,
17 including but not limited to the aforementioned expenditures.

18 57. Therefore, as a matter of Defendants’ established company policy, Defendants
19 failed to always comply with the reimbursement requirements established by Labor Code § 2802.

20 **E. FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE**
21 **STATEMENTS**

22 58. Labor Code § 226(a) states in pertinent part, “An employer, semimonthly or at the
23 time of each payment of wages, shall furnish to his or her employee, either as a detachable part
24 of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by
25 personal check or cash, an accurate itemized statement in writing showing (1) gross wages
26 earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the
27 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
28 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the

employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

59. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay....”

60. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by Plaintiff and all other similarly situated aggrieved employees, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

61. As set forth herein in prior causes of action, Defendants failed to pay Plaintiff and all other similarly situated aggrieved employees all wages due and owing.

62. Under *Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, employers who fail to provide accurate itemized wage statements are subject to PAGA penalties even when the mistake is inadvertent and/or promptly corrected, and even if employees admittedly suffered no injury; said employees are permitted to recover PAGA penalties without needing to prove the “injury” and “knowing and intentional” elements of a Labor Code § 226(e) claim.

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1 63. As a result of this failure to pay wages and as a pattern and practice in violation of
2 Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do not maintain
3 accurate records pertaining to the total hours worked for Defendants by Plaintiff and all other
4 similarly situated aggrieved employees, including but not limited to (1) gross wages earned, (2)
5 total hours worked by the employee, (3) net wages earned and/or (4) all applicable hourly rates
6 in effect during each respective pay period and the corresponding number of hours worked at
7 each hourly rate by each respective individual.

8 **F. VIOLATIONS OF LABOR CODE §§ 201-202**

9 64. Labor Code § 203 provides that if an employer willfully fails to pay, without
10 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an
11 employee who is discharged or who quits, the wages of the employee shall continue at the same
12 rate, for up to 30 days from the due date thereof, until paid or until an action therefore is
13 commenced.

14 65. Plaintiff and all other similarly situated aggrieved employees are no longer
15 employed by Defendants as they were either discharged from or quit Defendants' employ.

16 66. Defendants had a consistent and uniform policy, practice and procedure of
17 willfully failing to pay the earned wages of Defendants' former employees, as set forth above,
18 according to amendment or proof.

19 67. As set forth above, Defendants willfully failed to pay Plaintiff and all other
20 similarly situated aggrieved employees their entire wages due and owing at the time of their
21 termination or within 72 hours of their resignation and failed to pay those sums for up to 30 days
22 thereafter.

23 68. Defendants' willful failure to pay wages to Plaintiff and all other similarly
24 situated aggrieved employees violates Labor Code §§ 201 and 202 because Defendants knew or
25 should have known wages were due to Plaintiff and all other similarly situated aggrieved
26 employees, as set forth above, but Defendants failed to pay them.

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G. PENALTIES ASSESSED UNDER LABOR CODE § 2699

69. Under Labor Code § 2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, board agencies or employees, such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code § 2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those for which a civil penalty is specifically provided), Plaintiff and all other similarly situated aggrieved employees seek recovery of all applicable civil penalties, as follows:

- a. As applicable, for civil penalties under Labor Code § 2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of \$100 for each aggrieved employee per pay period for the initial violation; and \$200 for each aggrieved employee per pay period for each subsequent violation;
- b. As applicable, civil penalties under Labor Code § 558 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid;
- c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay period the aggrieved employee was intentionally underpaid, and \$250 for each subsequent violation for each underpaid aggrieved employees regardless of whether the initial violation was intentionally committed;

- 1 d. As applicable, for civil penalties under Labor Code § 210 (in addition to and
2 entirely independent and apart from any other penalty provided in the Labor
3 Code), for each employee who is/was not paid wages in accordance with
4 Labor Code §§ 204 and 204b in the amount of a civil penalty of \$100 for each
5 aggrieved employee per pay period for each initial violation, and \$200 for
6 each aggrieved employee per pay period for each subsequent violation;
- 7 e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and
8 entirely independent and apart from any other penalty provided in the Labor
9 Code), for each violation of Labor Code § 226(a), in the amount of \$250 for
10 each aggrieved employee per pay period for each violation and \$1,000 for
11 each aggrieved employee per pay period for each subsequent violation; and
- 12 f. As applicable, for any and all additional civil penalties and sums as provided
13 by the Labor Code and/or other relevant statutes.

14 70. In addition, Plaintiff seeks and is entitled to 65% of all penalties obtained under
15 Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees
16 about their rights and responsibilities under the Labor Code, and 35% to Plaintiff and all other
17 similarly situated aggrieved employees.

18 71. Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs
19 under Labor Code § 2699(k)(1) and any other applicable statute.

20 72. Labor Code § 2699.3(a) states in pertinent part, "A civil action by an aggrieved
21 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
22 listed in Section 2699.5 shall commence only after the following requirements have been met:
23 (1)(A) The aggrieved employee or representative shall give written notice by online filing with
24 the Labor and Workforce Development Agency and by certified mail to the employer of the
25 specific provisions of this code alleged to have been violated, including the facts and theories to
26 support the alleged violation."

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1 73. Labor Code § 2699.3(a) further states in pertinent part, “(2)(A) The agency shall
2 notify the employer and the aggrieved employee or representative by certified mail that it does
3 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
4 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
5 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
6 aggrieved employee may commence a civil action pursuant to Section 2699.”

7 74. Labor Code § 2699.3(c)(1) states in pertinent part, “A civil action by an aggrieved
8 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
9 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
10 commence only after the following requirements have been met: (1) (A) The aggrieved
11 employee or representative shall give written notice by online filing with the Labor and
12 Workforce Development Agency and by certified mail to the employer of the specific provisions
13 of this code alleged to have been violated, including the facts and theories to support the alleged
14 violation.”

15 75. Labor Code § 2699.3(c) further states in pertinent part, “(2)(A) The employer may
16 cure the alleged violation within 33 calendar days of the postmark date of the notice. The
17 employer shall give written notice by certified mail within that period of time to the aggrieved
18 employee or representative and the agency if the alleged violation is cured, including a
19 description of actions taken, and no civil action pursuant to Section 2699 may commence. If the
20 alleged violation is not cured within the 33-day period, the employee may commence a civil
21 action pursuant to Section 2699.”

22 76. Here, Plaintiff’s civil action alleges violations of provisions listed in Labor Code
23 § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such,
24 Labor Code §§ 2699.3(a) and 2699.3(c) apply to this action.

25 77. On October 21, 2024, Plaintiff complied with Labor Code §§ 2699.3(a) and
26 2699.3(c) in that Plaintiff gave written notice by online filing with the LWDA and by certified
27 mail to Defendants of the specific provisions of the Labor Code alleged to have been violated,
28 including the facts and theories to support the alleged violations. Attached hereto as Exhibit 1 is

1 Plaintiff's LWDA letter.

2 78. As of December 25, 2024 (65 calendar days after Plaintiff's October 21, 2024,
3 LWDA letter was filed online), Plaintiff had not received any notification that the LWDA
4 intended to investigate the alleged violations. As such, Plaintiff has complied with Labor Code §
5 2699.3(a) and have been given authorization therefrom to commence a civil action which
6 includes a cause of action under Labor Code § 2699.

7 79. Further, as of November 23, 2024 (33 calendar days after Plaintiff's October 21,
8 2024, LWDA letter was mailed to Defendant via certified mail), Plaintiff has not received from
9 Defendant written notice by certified mail that the alleged violations have been cured, including
10 a description of actions taken. As such, Plaintiff has complied with Labor Code § 2699.3(c) and
11 have been given authorization therefrom to commence a civil action which includes a cause of
12 action under Labor Code § 2699.

13 **VI.**

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays:

16 As to the First Cause of Action for Penalties Under Labor Code § 2699:

- 17 a. As applicable, for civil penalties under Labor Code § 2699(f), in addition to and
18 entirely independent and apart from other penalties in the Labor Code and for Labor
19 Code violations without a specific civil penalty, in the amount of \$100 for each
20 aggrieved employee per pay period for each violation, and \$200 for each aggrieved
21 employee per pay period for each subsequent violation;
- 22 b. As applicable, for civil penalties under Labor Code § 558, in addition to and entirely
23 independent and apart from other penalties in the Labor Code, as follows:
- 24 i) For any initial violation, fifty dollars (\$50) for each aggrieved underpaid
25 employee for each pay period for which the employee was underpaid; and
26 ii) For each subsequent violation, one hundred dollars (\$100) for each aggrieved
27 underpaid employee for each pay period for which the employee was underpaid;
- 28 c. As applicable, for civil penalties under Labor Code § 1197.1, in addition to and

1 entirely independent and apart from other penalties in the Labor Code, as follows:

2 i) For any initial violation that is intentionally committed, \$100 for each aggrieved
3 underpaid employee for each pay period for which the employee was underpaid;
4 and

5 ii) For each subsequent violation, regardless of whether the initial violation is
6 intentionally committed, \$250 for each aggrieved underpaid employee for each
7 pay period for which the employee was underpaid;

8 d. As applicable, for civil penalties under Labor Code § 210, in addition to and entirely
9 independent and apart from other penalties in the Labor Code, in the amount of \$100
10 for each aggrieved employee per pay period for each violation, and \$200 for each
11 aggrieved employee per pay period for each subsequent violation;

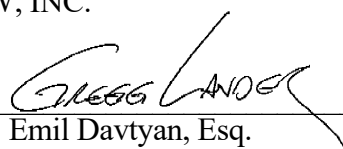
12 e. As applicable, for civil penalties under Labor Code § 226.3, in addition to and
13 entirely independent and apart from other penalties in the Labor Code, in the amount
14 of \$250 for each aggrieved employee per pay period for each violation, and \$1,000
15 for each aggrieved employee per pay period for each subsequent violation;

16 f. As applicable, for reasonable attorneys' fees and costs incurred under Labor Code §
17 2699(g)(1) and any other applicable statute; and

18 g. For such relief as this Court may deem just and proper.

19 Dated: February 3, 2025

D.LAW, INC.

20 By: 

21 Emil Davtyan, Esq.
22 Gregg Lander, Esq.
23 Vanessa M. Ruggles, Esq.
24 Attorneys for Plaintiffs
25
26
27
28

EXHIBIT 1

October 21, 2024

Submitted at <https://www.dir.ca.gov> with \$75 filing feePAGA Administrator
California Labor and Workforce Development Agency
PAGAfilings@dir.ca.govRe: Goodwill Industries of San Joaquin Valley, Inc. ("Employer")**NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3**To: PAGA Administrator, California Labor and Workforce Development Agency and
the EmployerFrom: Amber Sullivan (the "Employee"), who was subjected to the wage and hour
practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period, the Employer employed the Employee and all other similarly situated aggrieved employees as hourly-paid, non-exempt employees, and utilized consistent policies and procedures regarding the Employee and all such other similarly situated aggrieved employees, as follows:

First, the Employee and all other similarly situated aggrieved employees performed work for the Employer while clocked out, including but not limited to for COVID-19 and other screenings, mandatory security checks, and required training. As such, the Employer failed to pay all straight time, minimum, and overtime wages due for the time the Employee and all other similarly situated aggrieved employees were subject, as stated, to the Employer's control, in violation of Labor Code §§ 510, 1194, 1197 and 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and all other similarly situated aggrieved employees because Employer failed to relinquish all control and also because meal breaks were late, short, missed, or interrupted. The Employee and all other similarly situated aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute uninterrupted meal breaks within the first five hours of their shift. Further, they sometimes worked over ten and/or twelve hours but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512 and 516 and the applicable Industrial Wage Order ¶11, and owes penalties under Labor Code §§ 2699(f) and/or 558.

Third, the Employer failed to always authorize and permit paid rest breaks to the Employee and all other similarly situated aggrieved employees. The Employee and all other similarly situated aggrieved employees did not always get full ten-minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and all other



similarly situated aggrieved employees were not always authorized and permitted legally compliant rest breaks. The Employer did not pay a rest period penalty for any of these violations. As such, the Employer violated Labor Code §§ 226.7 and 516, and the applicable Industrial Wage Order ¶12(A)/(B), and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Fourth, the Employer failed to provide legally compliant paid rest breaks to the Employee and all other similarly situated aggrieved employees. Here, the Employer did not relinquish all control of the Employee and all other similarly situated aggrieved employees during rest breaks. Therefore, the Employee and all other similarly situated aggrieved employees did not always get full ten-minute uninterrupted legally compliant paid rest breaks within the first four hours of their shifts or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and all other similarly situated aggrieved employees were not always provided legally compliant rest breaks. (*Augustus v ABM Security Services, Inc.* (2016) 2 Cal 5th 257.) Because the Employer did not pay a rest period penalty for these violations, the Employer violated Labor Code §§ 226.7 and 516 and the applicable Industrial Wage Order ¶12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Fifth, the Employee and all other similarly situated aggrieved employees incurred expenses while performing reasonable and necessary work-related duties, including but not limited to expenses for the work-required use of their personal vehicles (including but not limited to mileage and insurance), and personal mobile devices. However, the Employer failed to reimburse for any expenses. As such, the Employer violated Labor Code §§ 450 and 2802 by failing to reimburse the Employee and all other similarly situated aggrieved employees for all expenses reasonably incurred in the course of their required work duties, and forcing patronage, and owes penalties under Labor Code § 2699(f).

Sixth, regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because of the Employer failed to pay all wages as set forth above, Employer issued wage statements that inaccurately reflected hours worked and/or wages earned by the Employee and other aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Seventh, because the Employer failed to pay all wages as set forth above, formerly-employed aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. The Employer's failure to timely pay final wages to formerly-employed aggrieved employees was willful in that the Employer adopted policies and/or practices that were incompatible with the Labor Code. Because the Employer failed to pay all wages as set forth above, the Employer derivatively violated Labor Code §§ 201-202 and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within



that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Regards,

A handwritten signature in black ink that reads "Gregg Lander". The signature is stylized with a large, sweeping 'G' and a long, horizontal stroke extending to the right.

Emil Davtyan
Gregg Lander
Vanessa M. Ruggles

cc: (via Certified Mail)

Goodwill Industries of San Joaquin Valley, Inc.
4533 Alitalia Way
Stockton, CA 95206

cc: (via Regular Mail)

Ramsey F. Kavar, Esq.
FARBSTEIN & BLACKMAN
411 Borel Avenue, Suite 425
San Mateo, CA 94402

D. Law

1635 Pontius Avenue, 2nd Floor
Los Angeles, CA 90025-3361

CERTIFIED MAIL



7018 0360 0000 2005 6299

FIRST-CLASS



US POSTAGE TM PITNEY BOWES
ZIP 90025
02 7H
0006030510
OCT 21 2024
\$ 005.54⁰

Goodwill Industries of San
Joaquin Valley, Inc.
4533 Alitalia Way
Stockton, CA 95206

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Goodwill Industries of San
Joaquin Valley, Inc.
4533 Alitalia Way
Stockton, CA 95206
9590 9402 8819 4005 7824 22

2. Article Number (Transfer from service label)

7018 0360 0000 2005 6299

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express [®] |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail [™] |
| ☒ Certified Mail [®] | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation [™] |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

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CERTIFIED MAIL®

D. Law

1635 Pontius Avenue, 2nd Floor
Los Angeles, CA 90025-3361



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US POSTAGESM PITNEY BOWES
ZIP 90025
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OCT 21 2024

Goodwill Industries of San
Joaquin Valley, Inc.
4533 Alitalia Way
Stockton, CA 95206

USPS TRACKING #



9590 9402 8819 4005 7824 22



First-Class Mail
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Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

D. Law, Inc.
1635 Pontius Avenue, 2nd Floor
Los Angeles, CA 90025-3361

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☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

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Street and Apt. No., or PO Box No.

City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

See Reverse for Instructions

SUPERIOR COURT OF CALIFORNIA

County of San Joaquin
180 E Weber Avenue
Stockton, CA 95202

NOTICE OF CASE ASSIGNMENT AND NOTICE OF HEARING

Case Number: **STK-CV-UOE-2025-0001663**

A Case Management Conference has been scheduled for your case as indicated below. A copy of this information must be provided with the complaint or petition, and with any cross-complaint that names a new party to the underlying action. Disregard hearing date if that date has expired.

Hearing: Case Management Conference	Date: 08/06/2025	Time: 8:45 AM Department: 10B
JUDGE	COURT LOCATION	PHONE Numbers:
THIS CASE HAS BEEN ASSIGNED TO JUDGE BLANCA BANUELOS IN DEPARTMENT 10B FOR ALL PURPOSES, INCLUDING TRIAL.	Stockton	Stockton: 209-992-5693 Lodi: 209-992-5522

[X] ADR & Scheduling Information is available on court website @ sjcourts.org/self-help

1. You must:
 - a. **Serve** all named defendant's and file proofs of service on those defendants with the court Within 60 days of the filing of the complaint. (CRC 3.110)
 - b. **File and serve** a completed Case Management Conference Statement (use of JC form CM-110 is mandatory) at least 15 days before the Case Management Conference.
 - c. **Meet and Confer**, in person or by telephone, to consider each of the issues identified in CRC 3.727 no later than 30 calendar days before the date set for the Case Management Conference. (CRC 3.724)
 - d. **Collection cases** are managed pursuant to CRC 3.740.
2. Case Management Conferences, Law and Motion and Ex Partes will be held remotely unless ordered otherwise. For telephonic appearance phone numbers, information and instructions visit @ <https://www.sjcourts.org/divisions/civil/> .
3. If this case was eFiled, the plaintiff/petitioner or their attorney must access their copy of this notice and the issued summons for service from the court's case management system at the following link:
cms.sjcourts.org/fullcourtweb/start.do.
4. Courtesy Copies: Courtesy copies must be submitted as outlined in Local Rule 3-117. Courtesy copies (only) may be placed in the drop boxes located on the 10th and 11th floor. Courtesy copies can also be placed in the drop box located outside of the courthouse.

Visit our website @ www.sjcourts.org for more information regarding civil cases, local rules and forms.

Date: 02/03/2025

Mia Stipe, Deputy Clerk

NOTICE OF CASE ASSIGNMENT AND NOTICE OF HEARING