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SUPERIOR COURT OF CALIFORNIA**COUNTY OF LOS ANGELES**SERGIO RAMIREZ, individually and on
behalf of all individuals similarly situated,

Plaintiff,

vs.

SYSCO LOS ANGELES, INC., a Delaware
corporation; and DOES 1 through 25,
inclusive,

Defendants.

CASE NO. 23STCV06356**FIRST AMENDED CLASS ACTION
COMPLAINT**

- 1. FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF INDUSTRIAL WELFARE COMMISSION ORDER NO. 4 AND CAL. LABOR CODE §§ 200, 226, 500, 510, 1194, 1197, AND 1198;**
- 2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§ 1182.12, 1194, 1194.2, 1197;**
- 3. FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF CAL. LABOR CODE § 1194, *ET SEQ.*;**
- 4. FAILURE TO PROVIDE PROPER WAGE STATEMENT IN VIOLATION OF CAL. LABOR CODE § 226;**
- 5. FAILURE TO REIMBURSE REQUIRED BUSINESS EXPENSES IN VIOLATION OF CAL. LABOR CODE § 2802;**
- 6. MISSED MEAL AND REST BREAKS IN VIOLATION OF LABOR CODE §§ 200, 226.7, 512, AND 12 CALIFORNIA CODE OF CIVIL REGULATIONS § 11050; AND**
- 7. VIOLATIONS OF CAL. B&P CODE §§ 17200, *ET SEQ.*;**
- 8. VIOLATION OF LABOR CODE § 2698, et seq. ("PAGA")**

DEMAND FOR JURY TRIAL

Plaintiff SERGIO RAMIREZ, an individual and on behalf of all individuals similarly situated (“Plaintiff”), hereby brings this First Amended Class Action Complaint for Damages against Defendants SYSCO LOS ANGELES, INC., a Delaware corporation; and DOES 1 through 25, inclusive, (collectively, “Defendants”) and states and alleges as follows:

THE PARTIES

1. Plaintiff was, at all times relevant to this Complaint, an adult individual living and working in Los Angeles County, California.

2. At all times relevant to this Complaint, Defendant SYSCO LOS ANGELES, INC., a Delaware corporation (“SYSCO”) is and was a Delaware corporation operating a business within the State of California, specifically in the County of Los Angeles.

3. Plaintiff is unaware of the true names or capacities of Defendants sued herein under the fictitious names DOES 1–25 but prays for leave to amend and serve such fictitiously named Defendants pursuant to California Code of Civil Procedure section 474 once their names and capacities become known.

4. Plaintiff is informed and believes, and thereon alleges, that DOES 1–25 are the partners, agents, owners, shareholders, managers, principals or employees of Defendants and/or were acting on behalf of Defendants.

5. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by or is attributable to Defendants and/or DOES 1–25, each acting as the agent for the other, with legal authority to act on the other’s behalf. The acts of any and all Defendants were in accordance with, and represent the policy of, all Defendants.

6. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing

1 the damages herein alleged.

2 7. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
3 in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences
4 and transactions alleged herein.

5 **JURISDICTION**

6 8. This action is properly filed in Los Angeles County because the acts and omissions that
7 give rise to Plaintiff's claims took place in Los Angeles County, California, as Plaintiff was employed
8 by Defendants in Los Angeles County, California, and Defendants transact business in this County.

9 9. This Court has jurisdiction over Defendants because Defendants have sufficient
10 minimum contacts with and regularly conduct business within the State of California, specifically in
11 the County of Los Angeles.

12 **FACTUAL ALLEGATIONS**

13 10. Plaintiff has worked for Defendants as an hourly, non-exempt employee in the position
14 as truck driver since on or around October 1, 2007, until the present day. Plaintiff's regularly scheduled
15 shift is from 5 a.m. to 6 p.m., Tuesday through Saturday. Plaintiff works at one of Defendants'
16 warehouses located at 20701 Currier Road, Walnut, CA 91789.

17 11. Beginning in or around March 2020, and until approximately June 2022, Plaintiff and
18 the Class Members were regularly required to wait in line for temperature checks at Defendants'
19 warehouses in the State of California.

20 12. These required temperature checks forced Plaintiff and the Class Members to wait
21 between two to five minutes, due to the long lines which formed outside of the temperature check
22 station, and/or due to the amount of time it took to conduct temperature checks on each individual
23 employee.

24 13. Additionally, Defendants did not pay Plaintiff and the Class Members for time between
25 the temperature checks and the start of their shifts. Plaintiff and the Class Members had to prepare their
26 trailers and pass inspection before they could begin to be paid for their time, amounting to an additional
27 ten to fifteen minutes of delay.

1 14. Despite these violations, Defendants did not provide Plaintiff and the Class Members
2 with compensation for the actual amount of time spent waiting in line as required by Labor Code §§
3 200, 226, 226.7, 500, 510, 558, 1197, 1194, and 1198. To date, these wages remain uncompensated.

4 15. Due to the amount of time that Plaintiff and the Class Members worked during their
5 shifts, this unpaid time should have been compensated at the overtime rate.

6 16. As a result of Defendants' failure to pay all hours worked, and overtime wages,
7 Defendants maintained inaccurate payroll records, and issued inaccurate wage statements to Plaintiff
8 and the Class Members.

9 17. Additionally, Plaintiff and Class Members were required to use their personal cell
10 phones to keep in contact with Defendants throughout the course of their job duties. Despite this fact,
11 Defendants never reimbursed them for any related expenses.

12 18. Moreover, throughout their employment with Defendants, Plaintiff and the Class
13 Members routinely worked for Defendants without being provided with a timely, off-duty ten-minute
14 paid rest period for every four (4) hours worked or major fraction thereof, as well as without being
15 provided with all thirty-minute timely and uninterrupted, duty-free meal periods. Despite the
16 aforementioned, during their employment with Defendants, Plaintiff and the Class Members were not
17 paid one (1) hour of pay at their regular rate of compensation for each work day where a legally
18 compliant meal period was not provided, as well as one (1) hour of pay at their regular rate of
19 compensation for each work day where a legally compliant rest period was not provided.

20 19. Defendants have engaged in, and continue to engage in, unfair business practices in
21 California by practicing, employing, and utilizing the employment practices and policies outlined
22 above. Defendants' utilization of such unfair business practices constitutes unfair competition and
23 provides an unfair advantage over Defendants' competitors. Defendants' utilization of such unfair
24 business practices deprives Plaintiff of the general minimum working standards and entitlements due
25 him under California law and the Industrial Welfare Commission wage orders as described herein.

26 20. As a direct result of the wage and hour violations herein alleged, Plaintiff has suffered,
27 and continues to suffer, substantial losses related to the use and enjoyment of wages, lost interest on
28 such wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform their

obligations under state law, all to their respective damage in amounts according to proof at the time of trial.

21. On March 21, 2023, Plaintiff sent a notice of filing the Private Attorney General Act (“PAGA”) claim to the Labor Workforce and Development Agency (“LWDA”) pursuant to California Labor Code section 2698, et seq., and paid \$75 to the LWDA as a fee for filing the PAGA notice.

CLASS ACTION ALLEGATIONS

22. Plaintiff brings this action as a class action on behalves of the following defined Class:

The Class: All individuals who have been, or currently are, employed by Defendants as “non-exempt employees” during the Class Period.

23. “Class Period” is defined as the time from March 21, 2019, through the date that judgment is entered, based upon information and belief that the violations, as described more fully hereinafter, began long before March 21, 2019, and are continuing. Plaintiff and members of Class herein reserve the right to amend this Complaint to reflect a different Class Period as discovery in this matter proceeds.

24. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the Class Period, hundreds of Class members have been employed by Defendants as non-exempt employees in the State of California. Because so many persons have been employed by Defendants in this capacity, the members of the Plaintiffs’ Class are so numerous that joinder of all members is impossible and/or impracticable.

25. Commonality: Common questions of law, in fact, exist as to all members of the Plaintiffs’ Class *and predominate over any questions affecting solely individual members of the Plaintiffs’ Class. Among the questions of law and fact, that are relevant to the adjudication of Class members claims are as follows:*

(a) Whether Defendants had/have policies and/or practices that result in hours worked not being properly compensated;

(b) Whether Defendants unlawfully failed to properly calculate and pay overtime and double time compensation due and owing to the Plaintiff and members of the Class in violation of Labor Code § 1194;

1 (c) Whether Defendants' policy and/or practice of failing to accurately pay overtime to
2 Plaintiff and members of the Class violates applicable provisions of California Law, including
3 Labor Code sections, applicable Industrial Welfare Commission Orders, and applicable State
4 Regulations;

5 (d) Whether Defendants had/have a policy and/or practice that results in the presentation of
6 inaccurate wage statements to Plaintiff and the Class;

7 (e) Whether Defendants unlawfully and/or willfully failed to furnish Plaintiff and Class
8 members with accurate, itemized wage statements upon payment of wages in violation of Labor
9 Code § 226;

10 (f) Whether Defendants had/have policies and/or practices that result in hours worked not
11 being properly compensated;

12 (g) Whether Defendants unlawfully and/or willfully failed to promptly reimburse Plaintiff
13 and members of the Class all reasonable and necessary business expenditures in violation of
14 Labor Code § 2802;

15 (h) Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members
16 of meal and rest breaks and pay for missed breaks pursuant to Labor Code §§ 200, 226.7, 512,
17 and 12 CCR § 11040;

18 (i) Whether Plaintiff and Class members sustained damages, and if so, the proper measure
19 of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief; and,

20 (j) Whether Defendant violated the Unfair Competition Law of California, §17200, *et seq.*,
21 by violating the above-cited provisions, and treating Plaintiff and Class members unfairly by
22 failing to pay all wages due and for all hours worked, failing to reimburse for business expenses;
23 failing to provide meal and rest breaks; failing to furnish an accurate, itemized wage statement
24 upon payment of wages.

25 26. Typicality: Plaintiff's claims are typical of the members of the Plaintiff's Class.
26 Plaintiff, like other members of the Class working for Defendant in California, were subjected to
27 Defendant's policies and/or practices set forth above. Plaintiff's job duties were, and are, typical of
28 those of other Class members.

27. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests of the members of the Class and have retained counsel competent and experienced in both class action and employment litigation.

28. Questions of law or fact common to Class members predominate over any questions solely affecting individual Class members and class action is superior to other available methods for the fair and efficient adjudication of this controversy.

29. Class action treatment will allow a large number of similarly situated Class members to simultaneously and efficiently prosecute his common claims in a single forum without the needless duplication of effort and expense that numerous individual actions would entail.

30. In addition, a class action will serve the important public interest of permitting Class members harmed by Defendant's unlawful policies and/or practices to effectively pursue recovery of the sums owed to them.

31. Plaintiff knows of no difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

**FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF
INDUSTRIAL WELFARE COMMISSION ORDER NO. 9 AND LABOR CODE §§200, 226,
500, 510, 1194, 1197, AND 1198
(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

32. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein, the allegations contained in all preceding paragraphs.

33. At all times relevant herein, Defendants were required to compensate its non-exempt employees for all hours worked, pursuant to Industrial Welfare Commission Order 16, and Labor Code §§ 200, 226, 500, 510, 1197, 1194 and 1198.

34. As alleged above, Plaintiff and the Class were not paid the correct minimum wage, overtime wage or double time rate for all hours worked.

35. Under the aforementioned wage orders and regulations, Plaintiff and the Class are entitled to recover compensation for all hours worked, but not paid, during the Class Period, plus

1 reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 1194, and penalties
2 pursuant to Labor Code §§ 203 and 226.

3 36. In violation of state law, Defendants have knowingly and willfully refused to perform
4 their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a
5 direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to
6 the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
7 seeking to compel Defendants to fully perform their obligations under state law, all to their respective
8 damage in amounts according to proof at time of trial.

9 37. Plaintiff and the Class are thus entitled to recover nominal, actual and compensatory
10 damages in amount according to proof at time of trial, but in amounts in excess of the jurisdiction of
11 this Court.

12 38. As a proximate result of the aforementioned violations, Plaintiff and the Class have been
13 damaged in an amount according to proof at time of trial.

14 39. Defendants' conduct described herein violates Industrial Welfare Commission Order
15 16, and Labor Code §§ 200, 203, 218.5, 226, 558, 1194, and 1198. Therefore, pursuant to 12 CCR §
16 11040 and Labor Code §§ 203, 218.5, 226, 558, 1194 and 1198, Plaintiff and the Class are entitled to
17 recover damages for the nonpayment of wages of all hours worked that were improperly deducted
18 and/or not counted as a result of Defendants' policies, liquidated damages for underpayment of
19 minimum wages, penalties, reasonable attorneys' fees, expenses, and costs of suit.

20 40. WHEREFORE, Plaintiff requests relief as hereinafter provided.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF**

23 **LABOR CODE §§ 1182.12, 1194, 1194.2, 1197**

24 **(By PLAINTIFF AGAINST ALL DEFENDANTS)**

25 41. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though set
26 forth fully herein.

1 42. Pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by law
2 is unlawful. An employer violates the minimum wage statute even if the average rate for paid and
3 unpaid hours exceeded the minimum wage.

4 43. At all relevant times, Defendants failed and refused to pay Plaintiff and the Class the
5 legal minimum wage in the State of California, as set forth in Labor Code §1182.12. Under California
6 law, Plaintiff and the Class are entitled to at least the minimum wage for every hour worked.

7 44. Defendants' failure to pay the legal minimum wage to Plaintiff and the Class as alleged
8 herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff and
9 the Class in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated
10 as the difference between the straight time compensation paid and applicable minimum wage, including
11 interest thereon.

12 45. As a direct result, Plaintiff and the Class have suffered, and continue to suffer,
13 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
14 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under
15 state law, all to his damage in amounts according to proof at time of trial, but in amounts in excess of
16 the minimum jurisdiction of this Court.

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

22 47. Pursuant to Labor Code § 1194, Plaintiff requests that the court award reasonable
23 attorneys' fees and costs incurred by Plaintiff in this action.

24 48. In addition, pursuant to Labor Code §1194.2, Plaintiff and the Class are entitled to
25 recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest
26 thereon.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY FULL OVERTIME AND DOUBLE TIME COMPENSATION**

3 **IN VIOLATION OF CAL. LABOR CODE SECTION 1194, *et seq.***

4 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

5 49. Plaintiff hereby re-alleges, and incorporates by reference as though set fully forth herein,
6 all preceding paragraphs.

7 50. Pursuant to the applicable Industrial Welfare Commission Order and Labor Code
8 §§ 200, 226, 500, 510, 1194, and 1198, Defendants were required to compensate Plaintiff and the Class
9 for all overtime work performed for the benefit of Defendants, which is calculated at one and one-half
10 (1-1/2) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty
11 (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day; with double
12 time after eight (8) hours on the seventh day of any work week, or after 12 hours in any work day.

13 51. Plaintiff and the Class were non-exempt employees entitled to the protections of the
14 Industrial Welfare Commission and Labor Code §§ 200, 226, 500, 510, 1194, and 1198. During the
15 course of Plaintiff's and the Class' employment, Defendants failed to compensate Plaintiff and the
16 Class for all overtime and double-time hours worked as required under the aforementioned labor codes
17 and regulations.

18 52. In violation of state law, Defendants have knowingly and willfully refused to perform
19 their obligations to compensate Plaintiff and the Class for all overtime and double time wages earned
20 and all hours worked.

21 53. As a direct result, Plaintiff and the Class have suffered, and continues to suffer,
22 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
23 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under
24 state law, all to his damage in amounts according to proof at time of trial, but in amounts in excess of
25 the minimum jurisdiction of this Court.

26 54. Defendants have committed the acts alleged herein knowingly and willfully, with the
27 wrongful and deliberate intention of injuring Plaintiff, from improper motives amounting to malice,
28 and in conscious disregard of Plaintiff's and the Class' rights. Plaintiff and the Class are thus entitled

1 to recover nominal, actual and compensatory damages in amounts according to proof at time of trial,
2 but in amounts in excess of the minimum jurisdiction of this Court.

3 55. Defendants' conduct described herein violates the Industrial Welfare Commission
4 Orders and Labor Code §§ 200, 226, 500, 510, and 1198. Therefore, pursuant to Labor Code §§ 200,
5 203, 226, 226.7, 558 and 1194, Plaintiff and the Class are entitled to recover the unpaid balance of
6 overtime compensation Defendants owe Plaintiff and the Class plus interest, penalties, attorneys' fees,
7 expenses, and costs of suit.

8 56. WHEREFORE, Plaintiff requests relief as hereinafter provided.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE PROPER WAGE STATEMENTS**

11 **IN VIOLATION OF CAL. LABOR CODE §226**

12 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

13 57. Plaintiff re-alleges and incorporates herein by reference all preceding paragraphs as
14 though each such Paragraph were fully set forth herein.

15 58. Labor Code §226(a) sets forth reporting requirements for employers when they pay
16 wages, as follows:

17 "Every employer shall . . . at the time of each payment of wages, furnish his or her employees . . .
18 an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the
19 employee . . . (8) the name and address of the legal entity that is the employer..."

20 Section (e) provides: "An employee suffering injury as a result of a knowing and intentional failure
21 by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual
22 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
23 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate
24 penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and reasonable
25 attorneys' fees."

26 59. Defendants failed to accurately record the regular and overtime hours worked by
27 Plaintiff and the Class, and total wages due.

28 60. Plaintiff and the Class were damaged by this failure to provide accurate wage statements

1 because, among other things, Plaintiff was unable to determine the proper amount of wages actually
2 owed to him, and whether he had received full compensation therefore.

3 61. Plaintiff requests recovery of Labor Code § 226(e) penalties according to proof, as well
4 as interest, attorneys' fees and costs pursuant to Labor Code §226(e), and all other damages, attorneys'
5 fees, costs, expenses and interest permitted by statute.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE REQUIRED BUSINESS EXPENSES IN VIOLATION OF CAL.**

8 **LABOR CODE § 2802**

9 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

10 62. Plaintiff hereby re-alleges and incorporates by reference all preceding paragraphs as
11 though each paragraph were fully set forth herein.

12 63. Labor code §§ 2802 provides that "[a]n employer shall indemnify his or her employee
13 for all necessary expenditures or losses incurred by the employee in direct consequences of the
14 discharge of his or her duties."

15 64. Plaintiff and Class Members have incurred reasonable and necessary expenses in the
16 course of completing their job duties, which were not reimbursed by Defendants. These expenses
17 include the out of pocket costs related to the use of Plaintiff's and Class Members' personal cell phones
18 to communicate with Defendants during work hours.

19 65. An employer that knows or has reason to know that an employee has incurred work-
20 related expenses must reimburse the employee, even if the employee does not request reimbursement.

21 66. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and
22 attorneys' fees and costs, under labor code §§ 2802.

23 67. Wherefore, plaintiff requests relief as hereinafter provided.

24 **SIXTH CAUSE OF ACTION**

25 **MISSED MEAL AND REST BREAKS IN VIOLATION OF CAL. LABOR CODE §§ 200,**

26 **226.7, 512 AND 12 CALIFORNIA CODE OF REGULATIONS § 11050**

27 **(By PLAINTIFF AGAINST ALL DEFENDANTS)**

28 68. Plaintiff hereby re-alleges, and incorporates by reference as though set fully forth

1 herein, the allegations contained in all preceding paragraphs.

2 69. Throughout the employment of Plaintiff and the Class, Defendants failed to provide
3 meal and rest breaks as required by law.

4 70. In addition, Defendants failed to pay Plaintiff and the Class the full statutory penalty for
5 all missed meal and rest periods.

6 71. Plaintiff and the Class are entitled to recover additional compensation for all meal and
7 rest periods that were missed, but not paid for during his employment, plus penalties pursuant to Labor
8 Code §§ 226.7, and 558

9 72. Defendants' conduct described herein violates the Industrial Welfare Commission
10 Order 5-2001 sections 10 and 11, and Labor Code §§ 200, 226, 226.7, 512, 558, and 1198, and
11 California Code of Regulations § 11040.

12 73. As a proximate result of the aforementioned violations, Plaintiff and the Class have been
13 damaged in an amount according to proof at time of trial and has suffered, and continue to suffer,
14 substantial losses related to the use and enjoyment of such monies, and lost interest on such monies in
15 seeking to compel Defendants to fully perform their obligation under state law. Plaintiff and the Class
16 are thus entitled to recover nominal, actual, and compensatory damages in an amount according to
17 proof at time of trial.

18 74. WHEREFORE, Plaintiff requests relief as hereinafter provided

19 **SEVENTH CAUSE OF ACTION**

20 **VIOLATIONS OF CAL. B&P CODE §§ 17200, *et seq.***

21 **(By PLAINTIFF AGAINST ALL DEFENDANTS)**

22 75. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through 39 above,
23 as though each such Paragraph were fully set forth herein

24 76. Section 17200 of the California Business and Professions Code prohibits any unlawful,
25 unfair or fraudulent business act or practice.

26 77. Plaintiff and the Class have suffered and continues to suffer injury in fact and monetary
27 damages as a result of Defendants' actions. The actions by Defendants as herein alleged amount to
28 conduct which is unlawful and a violation of law. As such, said conduct amounts to unfair business

1 practices in violation of Business and Professions Code § 17200, *et seq.*

2 78. Defendants' conduct as herein alleged has damaged Plaintiff by denying him wages due
3 and payable, by failing to reimburse for business expenses, by failing to provide meal and/or rest
4 periods, by failing to provide proper wage statements. Defendants' actions are thus substantially
5 injurious to Plaintiff causing him injury in fact and loss of money.

6 79. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies
7 due to Plaintiff.

8 80. The amount of wages due Plaintiff can be readily determined from Defendants' records.
9 Plaintiff is entitled to restitution of monies due and obtained by Defendants during the period of last 4
10 years as a result of Defendants' unlawful and unfair conduct.

11 81. Defendants course of conduct, acts, and practices in violation of the California law as
12 mentioned in each paragraph above constitutes a separate and independent violation of §17200 etc. of
13 the Business and Professions Code.

14 82. The harm to Plaintiff of being wrongfully denied lawfully earned and unpaid wages
15 outweighs the utility, if any, of Defendants' policies and practices and, therefore, Defendants' actions
16 described herein constitute an unfair business practice or act within the meaning of Business and
17 Professions Code § 17200.

18 83. Defendants' conduct described herein threatens an incipient violation of California's
19 wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly
20 threatens or harms competition.

21 84. Defendants' course of conduct described herein further violates Business and
22 Professions Code 17200 in that it is fraudulent, improper, and unfair.

23 85. The unlawful, unfair, and fraudulent business practices and acts of Defendants as
24 described herein above have injured Plaintiff in that he was wrongfully denied the timely and full
25 payment of wages due to him.

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1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §§ 2698, ET SEQ. (“PAGA”)**

3 **(By PLAINTIFF against All DEFENDANTS)**

4 86. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
5 allegation set forth above.

6 87. On or around March 21, 2023, Plaintiff filed a notice with the Labor Workforce and
7 Development Agency (“LWDA”) at their website pursuant to the Private Attorney General Act,
8 California Labor Code §§ 2698, *et seq.* (“PAGA”) regarding Defendants. This notice was also sent to
9 the Defendants that same day via certified mail. Now that sixty-five days have passed from the date
10 Plaintiff notified Defendants and the LWDA of these violations, Plaintiff has exhausted his
11 administrative requirements for bringing a claim under the Private Attorneys General Act with respect
12 to these violations.

13 88. PAGA permits Plaintiffs to recover civil penalties for the violation(s) of the Labor Code
14 sections enumerated in Labor Code section 2699.5.

15 89. PAGA provides as follows: “[n]otwithstanding any other provision of law, a Plaintiff
16 may as a matter of right amend an existing complaint to add a cause of action arising under this part at
17 any time within 60 days of the time periods specified in this part.”

18 90. Defendants’ conduct, as alleged herein, violates numerous sections of the California
19 Labor Code including, but not limited to, the following:

20 a. Defendants’ failure to compensate for all hours worked including minimum wage and
21 overtime compensation;

22 b. Defendants’ failure to provide accurate wage statements in violation of Labor Code §
23 226;

24 c. Defendants’ failure to timely pay all final wages due, including upon their separation of
25 employment, in violation of Labor Code §§ 201-203;

26 d. Defendants’ failure to reimburse for business expenses; and

27 e. Defendants’ failure to provide all legally required meal and rest periods in violation of
28 Industrial Welfare Commission Order and Labor Code § 226.7 and 512, 516, 558, and 1198.

1 91. California Labor Code section 1174 provides that “[e]very person employing labor in
2 this state shall ... [k]eep a record showing the names and addresses of all employees employed and the
3 ages of all minors” and “[keep, at a central location in the state or at the plants or establishments at
4 which employees are employed, payroll records showing the hours worked daily by and the wages paid
5 to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
6 employed at the respective plants or establishments...”

7 92. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf
8 of an employer who violates, or causes to be violated, a section of this chapter or any provision
9 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
10 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
11 employee for each pay period for which the employee was underpaid in addition to an amount sufficient
12 to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
13 underpaid employee for each pay period for which the employee was underpaid in addition to an
14 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be
15 paid to the affected employee.” Labor Code section 558(c) provides “[t]he civil penalties provided for
16 in this section are in addition to any other civil or criminal penalty provided by law.”

17 93. Defendants, at all times relevant to this complaint, were employers or persons acting on
18 behalf of an employer(s) who violated Plaintiff’s rights by violating various sections of the California
19 Labor Code as set forth above.

20 94. As set forth above, Defendants have violated numerous provisions of both the Labor
21 Code sections regulating hours and days of work as well as the applicable order of the IWC.
22 Accordingly, Plaintiff seeks the remedies set forth in Labor Code section 558 for himself, the State of
23 California, and all other aggrieved employees.

24 95. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3,
25 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and
26 collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the State
27 of California against Defendant, in addition to other remedies, for violations of California Labor Code
28 sections 203, 226, 226.7, 500, 510, 512, 558, 1174, 1194, 1197 and 1198.

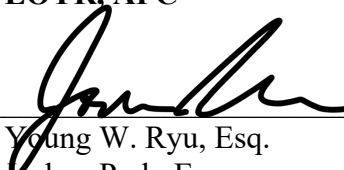
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment as follows:

- 3 1. For nominal damages;
- 4 2. For compensatory damages;
- 5 3. For equitable relief in the nature of declaratory relief, restitution of all monies due to
- 6 Plaintiffs, and disgorgement of profits from the unlawful business practices of Defendants, and
- 7 accounting;
- 8 4. For penalties permitted by Labor Code §§ 200, 226, 226.7, 500, 510, 512, 1194,
- 9 1197, 1198, and 2802 and all other applicable sections
- 10 5. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
- 11 employees, and the State of California according to proof pursuant to Labor Code § 2699(a) including,
- 12 but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and
- 13 \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210
- 14 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for
- 15 each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
- 16 employee per pay period; and/or (3) \$100.00 for each initial violation and \$200.00 for each subsequent
- 17 violation per employee per pay period for those violations of the Labor Code for which no civil penalty
- 18 is specifically provided
- 19 6. For interest accrued to date;
- 20 7. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226 and 1194;
- 21 8. For reasonable attorneys' fees pursuant to Labor Code §§ 226 and 1194; and
- 22 9 For all such other and further relief that the Court may deem just and proper.

23 DATED: June 23, 2023

LOYR, APC

24 By: 

25 Young W. Ryu, Esq.

26 Joshua Park, Esq.

27 Kee Seok Mah, Esq.

28 Attorneys for Plaintiff

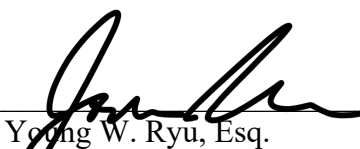
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for themselves on all claims so triable.

DATED: June 23, 2023

LOYR, APC

By: 
Young W. Ryu, Esq.
Joshua Park, Esq.
Kee Seok Mah, Esq.
Attorneys for Plaintiff

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PROOF OF SERVICE

I am over 18 years old and not a party to this action. My business address is 1055 West 7th Street, Suite 2290, Los Angeles, California 90017.

On June 23, 2023, I served the following documents on the interested party as follows:

1. FIRST AMENDED CLASS ACTION COMPLAINT

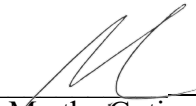
Arthur K. Cunningham (SBN 97506)
arthur.cunningham@jacksonlewis.com
Vincent L. Chen (SBN 311883)
vincent.chen@jacksonlewis.com
JACKSON LEWIS P.C.

Attorneys for Defendant SYSCO LOS ANGELES, INC.

[X] BY ELECTRONIC SERVICE:

My electronic service address is martha.gutierrez@loywr.com. I served the foregoing document on the interested party at the electronic service addresses (e-mail addresses) listed above and did not receive Notice of Failure.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on June 23, 2023, in Los Angeles, California.



Martha Gutierrez