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on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSE LOPEZ PEREZ, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

ADJ PRODUCTS, LLC, a California limited
liability company; EMPLOYER SOLUTIONS
STAFFING GROUP II, LLC; a Minnesota
limited liability company; AMERICAN D.J.
SUPPLY, INC.; a California corporation;
ELATION LIGHTING, INC., a Nevada
corporation; ACCLAIM LIGHTING, LLC; a
California limited liability company;
AMERICAN AUDIO, LLC, a California
limited liability company; GLOBAL TRUSS
AMERICA, LLC, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

06/24/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

CASE NO.: 25STCV32451

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY MINIMUM WAGES;
2. FAILURE TO PAY OVERTIME WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF QUOTA LAWS; and
10. UNFAIR COMPETITION.
11. CIVIL PENALTIES UNDER THE
LABOR CODE PRIVATE ATTORNEYS'
GENERAL ACT OF (2004) FOR
VIOLATIONS OF LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1,
AND 2699, et seq.

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DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff JOSE LOPEZ PEREZ, on behalf of Plaintiff and all others similarly situated, alleges
2 as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against ADJ
6 Products, LLC, and any of its respective subsidiaries or affiliated companies within the State of
7 California, Employer Solutions Staffing Group II, LLC, and any of its respective subsidiaries or
8 affiliated companies within the State of California, American D.J. Supply, Inc. and any of its
9 respective subsidiaries or affiliated companies within the State of California, Elation Lighting, Inc.
10 and any of its respective subsidiaries or affiliated companies within the State of California, Acclaim
11 Lighting, LLC and any of its respective subsidiaries or affiliated companies within the State of
12 California, American Audio, LLC and any of its respective subsidiaries or affiliated companies within
13 the State of California, Global Truss America, LLC and any of its respective subsidiaries or affiliated
14 companies within the State of California, (“ADJ,” “Employer Solutions,” “American D.J.,” “Elation,”
15 “Acclaim,” “American Audio,” “Global,” collectively with DOES 1 through 100, as further defined
16 below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
17 employees employed by or formerly employed by Defendants (“Class Members”).

18 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
19 General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against Defendants, and
20 any of its respective subsidiaries or affiliated companies within the State of California as a proxy of
21 the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
22 Plaintiff and all other current and former non-exempt employees of Defendants working within the
23 Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to
24 comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply
25 with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233,
26 234, 245, 246, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1475,
27 1197, 1197.1, 2800, 2802, 2699, Business and Professions Code sections, as well as applicable Wage
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1 Orders. Plaintiff seeks to represent all employees of [ISPACE, INC.], and each of them, DOES 1
2 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively,
3 “Defendants”) working within three years preceding the date of filing Notice with the LWDA and
4 continuing past the LWDA Notice filing date into perpetuity (“Civil Penalty Period”). On all other
5 claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants
6 working within the Civil Penalty Period. Collectively, those employees shall be known as “Aggrieved
7 Employees” herein
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9 **PARTIES**

10 **A. Plaintiff**

11 3. Plaintiff JOSE LOPEZ PEREZ is a resident of the State of California. At all relevant
12 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
13 Plaintiff as a non-exempt employee November of 2021 through approximately March of 2025, with
14 duties subject to production targets and quotas that included, but were not limited to, packing and
15 shipping products. Under Defendants’ quotas, Plaintiff was assigned or required to perform at a
16 specified productivity speed, perform a quantified number of tasks, and/or to handle or produce a
17 quantified amount of material, within a defined time period, under which he suffered adverse
18 employment actions if he failed to complete the performance standard for Defendants, and each of
19 them.

20 **B. Defendants**

21 4. Plaintiff is informed and believes and based thereon alleges that defendant ADJ is, and
22 at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws
23 of the State of California and doing business in the County of Los Angeles. At all relevant times
24 herein, ADJ employed Plaintiff and similarly situated employees within the State of California.
25 Plaintiff is informed and believes, and based thereon alleges, that ADJ is a “client employer” within
26 the meaning of Labor Code section 2810.3 that procures outplacement staffing and payroll services
27 from various staffing agencies, including but not limited to, Employer Solutions.
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1 5. Plaintiff is informed and believes and based thereon alleges that defendant Employer
2 Solutions is, and at all times relevant hereto was, a corporation organized and existing under and by
3 virtue of the laws of the State of California and doing business in the County of Los Angeles. At all
4 relevant times herein, Employer Solutions employed Plaintiff and similarly situated employees within
5 the State of California. Plaintiff is informed and believes, and based thereon alleges, that Employer
6 Solutions is a labor contractor within the meaning of Labor Code section 2810.3 that provides
7 outplacement staffing and payroll services for various industries and professions, including for ADJ.

8 6. Plaintiff is informed and believes and based thereon alleges that defendant American
9 D.J. is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
10 of the laws of the State of California and doing business in the County of Los Angeles. At all relevant
11 times herein, American D.J. employed Plaintiff and similarly situated employees within the State of
12 California.

13 7. Plaintiff is informed and believes and based thereon alleges that defendant Elation is,
14 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
15 laws of the State of California and doing business in the County of Los Angeles. At all relevant times
16 herein, Elation employed Plaintiff and similarly situated employees within the State of California.

17 8. Plaintiff is informed and believes and based thereon alleges that defendant Acclaim is,
18 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
19 laws of the State of California and doing business in the County of Los Angeles. At all relevant times
20 herein, Acclaim employed Plaintiff and similarly situated employees within the State of California.

21 9. Plaintiff is informed and believes and based thereon alleges that defendant American
22 Audio is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
23 of the laws of the State of California and doing business in the County of Los Angeles. At all relevant
24 times herein, American Audio employed Plaintiff and similarly situated employees within the State
25 of California.

26 10. Plaintiff is informed and believes and based thereon alleges that defendant Global is,
27 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
28 laws of the State of California and doing business in the County of Los Angeles. At all relevant times

1 herein, Global employed Plaintiff and similarly situated employees within the State of California.

2 11. The true names and capacities, whether individual, corporate, associate, or otherwise,
3 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
4 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
5 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
6 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
7 will seek leave of court to amend this Complaint to reflect the true names and capacities of the
8 defendants designated hereinafter as DOES when such identities become known.

9 12. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted
10 in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
11 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
12 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
13 “Defendants,” it shall include ADJ, Employer Solutions, American D.J., Elation, Acclaim, “American
14 Audio, Global, and any of their parent, subsidiary, or affiliated companies within the State of
15 California, and DOES 1 through 100 identified herein.

16 **JOINT LIABILITY ALLEGATIONS**

17 13. Plaintiff is informed and believes and based thereon alleges that all the times
18 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
19 representative, joint venture or co-conspirator of each of the other defendants, either actually or
20 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
21 employment, joint venture, and conspiracy.

22 14. All of the acts and conduct described herein of each and every corporate defendant was
23 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
24 and the officers and management-level employees of said corporate employers. In addition thereto,
25 said corporate employers participated in the aforementioned acts and conduct of their said employees,
26 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
27 of said corporate employees, agents, and representatives, the defendant corporation respectively and
28 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise

1 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
2 agents and representatives.

3 15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
4 thereon alleges that Defendants, and each of them, are joint employers.

5 **JURISDICTION**

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

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

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17 18. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
18 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
19 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
20 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
21 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
22 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
23 Penalty Period.
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25 19. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
26 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
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1 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
2 PAGA allegations described herein is not required.

3 20. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
4 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 510, 512,
5 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2699,
6 as well as applicable Wage Orders.

7 21. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
8 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
9 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
10 specified in Labor Code section 2699.3.

12 22. On or around November 5, 2025, Plaintiff provided written notice pursuant to Labor
13 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
14 violation of various provisions of the Labor Code, including those provisions herein-described, to the
15 LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

17 23. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
18 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage and
19 hour violations under Labor Code section 2810.3 on November 5, 2025, by certified mail with return
20 receipt requested (the "PAGA Notice").

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

- 1 25. In the event that Defendants, or either of them, is/are determined to have satisfied sections
2 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
3 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties
4 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).
- 5 26. In the event that Defendants, or either of them, is/are determined to have, prior to Plaintiff's
6 PAGA Notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5,
7 from Plaintiff and/or his/her counsel, adequately taken all reasonable steps to be in
8 compliance with all provisions identified in Plaintiff's PAGA Notice, said defendant(s)
9 is/are still liable for civil penalties pursuant to section 2699(g)(1)-(3).
- 10 27. In the event that Defendants, is/are deemed to have adequately taken all reasonable steps
11 to be in compliance with all provisions identified in Plaintiff's PAGA Notice within sixty
12 (60) days of receiving Plaintiff's PAGA Notice, said defendant(s) is/are still liable for civil
13 penalties pursuant to Labor Code section 2699(h)(1)-(3).
- 14 28. Plaintiff is further informed and believes that within five (5) years of any of violations
15 described above, the LWDA or a court has issued a finding or determination to the
16 Defendants, or either of them, that its/their policy or practice giving rise to such violations
17 was unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties
18 pursuant to Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or
19 any of them, was/were found to have unlawfully committed some or all of the above-
20 related Labor Code violations, and thus is/are subject to increased penalties, as applicable,
21 under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not**
22 eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for
23 remedying violations either prior to or after the serving of Plaintiff's PAGA Notice.
24 Regardless, as the Defendants' conduct giving rise to the violations detailed herein was
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1 and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
2 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections
3 2699(g)(3) and 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or
4 2699(h), for remedying violations either prior to or after the Employer's receipt of
5 Plaintiff's PAGA Notice.

6 29. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide
7 notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
8 calendar days of the November 5, 2025 postmarked date of Plaintiff's PAGA Notice.
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10 **FACTUAL BACKGROUND**

11 30. At all relevant times mentioned herein, Defendants employed Plaintiff and other
12 persons as non-exempt employees at numerous locations within California. Defendants employed
13 Plaintiff in a non-exempt position during Plaintiff's employment and continues to employ non-exempt
14 employees within California.

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

19 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
20 should have known they had a duty to compensate Plaintiff and all others similarly situated, and
21 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
22 intentionally failed to do so all in order to increase Defendants' profits.

23 33. Plaintiff is informed and believes, and thereon alleges, that at all times Defendants
24 tracked each and every workday, pay period, shift, meal period, and rest period that was unlawful and
25 in violation of California laws.

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

Unpaid Wages

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

36. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws.

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

38. On information and belief, Defendants did not accurately or appropriately compensate Plaintiff and Class Members for the hours worked by, among other things, engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members to clock out for meal periods and continue working, to the detriment of Plaintiff and Class Members.

Meal Period Violations

1 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
2 have known that Plaintiff and Class Members were entitled to receive a timely, off-duty, uninterrupted
3 30-minute meal period for every five hours of work, or payment of one additional hour of pay at their
4 regular rate of pay when they did not receive a compliant meal period. Upon information and belief,
5 Defendants enacted quotas that prevented Plaintiff and Class Members from taking lawful meal
6 periods.

7 40. For at least four (4) years prior to the filing of this action and continuing to the present,
8 Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them, full, timely
9 thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours
10 in a work day and a second thirty (30) minute uninterrupted meal period for days on which they
11 worked in excess of ten (10) hours in a work day, and failing to provide compensation for such
12 unprovided meal periods as required by California wage and hour laws.

13 **Rest Period Violations**

14 41. Defendants tracked and maintained a record of each and every rest period that violated
15 California law including when Plaintiff or Class Members worked up to 10 - 12 hours in a workday.
16 Defendants' quota demands were unreasonable and pressured Plaintiff and Class Members to work
17 through rest periods.

18 42. For at least four (4) years prior to the filing of this action and continuing to the present,
19 Defendants have failed to authorize and permit Plaintiff and Class Members to take lawful rest
20 periods. Plaintiff is informed and believe, and thereon alleges, that Defendants knew or should have
21 known that Plaintiff and Class Members were entitled to receive a ten-minute, off-duty, uninterrupted
22 rest period for every four (4) hours worked, or major fraction thereof, or payment of one (1) additional
23 hour of pay at their regular rate of pay when they were not permitted to take a compliant rest period.

24 43. During the Class Period, Plaintiff and Class Members regularly worked in excess of
25 four (4) hours or major fraction thereof. In violation of the Labor Code and IWC Wage Orders,
26 Plaintiff and Class Members were not permitted to take compliant rest breaks, due to Defendants'
27 unlawful policy and practice to favor production goals over employee rights. Consequently, Plaintiff
28 and Class Members were not authorized or permitted to take rest breaks, including first, second, and

1 third rest breaks. Defendants failed to pay Plaintiff and Class Members one additional hour of pay at
2 their regular rate of pay when they did not receive a compliant rest break. On information and belief,
3 Defendants also failed to provide recovery periods to Plaintiff and Class Members. Defendants' quota
4 requirements were unlawful and prevented employees from complying with California laws regarding
5 recovery and rest periods.

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

18 **Waiting Time Penalties**

19 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
20 have known that Plaintiff and Class Members who separated from their employment with Defendants
21 during the statutory period were entitled to timely payment of all wages due. For at least three (3)
22 years prior to the filing of this action and continuing to the present, Defendants have, at times, failed
23 to pay Plaintiff and Class Members the full amount of their wages owed to them upon termination
24 and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation,
25 failing to pay overtime wages, minimum wages, and premium wages.

26 **Wage Statement Violations**

27 46. Plaintiff is informed and believes and thereon alleges that Defendants knew or should
28 have known that Plaintiff and Class Members were entitled to receive complete and accurate wage

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

10 **Failure to Timely Pay Wages**

11 47. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
12 have known that Plaintiff and Class Members were entitled to receive their wages in a timely fashion.
13 For at least one (1) year prior to the filing of this action and continuing to the present, Defendants
14 have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount of their
15 wages for labor performed in a timely fashion as required under Labor Code section 204.

16 **Failure to Indemnify**

17 48. Plaintiff is informed and believes and thereon alleges that Defendants knew or should
18 have known that Plaintiff and Class Members were entitled to be reimbursed for necessary expenses
19 incurred in the discharge of their duties. For at least three (3) years prior to the filing of this action
20 and continuing to the present, Defendants have, at times, failed to indemnify Class Members, or some
21 of them, for the costs incurred in using cellular phones for work-related purposes.

22 **Quota Violations**

23 49. Since January 1, 2022 and continuing to the present, Defendants have had a consistent
24 policy of willfully and intentionally failing to comply with Labor Code sections 2100, 2101, 2102,
25 2103, 2104, 2105 and 2108 in connection with Plaintiff and Class Members who, like Plaintiff, were
26 covered employees under Labor Code section 2100, within the State of California. Class Members,
27 like Plaintiff, had a sundry of warehouse duties subject to production targets and quotas. Under
28 Defendants' quotas, Plaintiff and Class Members are assigned and/or required to perform at a

1 specified productivity speed, and/or perform a quantified number of tasks, and/or handle and/or
2 produce a quantified amount of material, within a defined time period. Moreover, Plaintiff and Class
3 Members suffered adverse employment actions if they failed to complete the performance standard
4 for Defendants, and each of them.

5 50. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
6 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
7 510, 512, 558.1, 1194, 1194.2, 1197, 2100, 2101, 2102, 2103, 2104, 2105, 2108, 2802, and California
8 Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of
9 premium wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties,
10 wage statement penalties, failure to indemnify work-related expenses, other such provisions of
11 California law, and reasonable attorneys' fees and costs.

12 51. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
13 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
14 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
15 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
16 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
17 of amounts owed.

18 **CLASS ACTION ALLEGATIONS**

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

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

27 54. This action has been brought and may properly be maintained as a class action under
28 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of

1 interest in the litigation and the proposed Class is easily ascertainable.

2 **A. Numerosity**

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

7 56. Accounting for employee turnover during the relevant periods necessarily increases
8 this number. Plaintiff alleges Defendants' employment records would provide information as to the
9 number and location of all Class Members. Joinder of all members of the proposed Class is not
10 practicable.

11 **B. Commonality**

12 57. There are questions of law and fact common to Class Members. These common
13 questions include, but are not limited to:

- 14 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
15 worked at a proper overtime rate of pay?
- 16 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
17 all other time worked at the employee's regular rate of pay and a rate of pay that is
18 greater than the applicable minimum wage?
- 19 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
20 Members to take compliant meal periods?
- 21 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
22 with additional wages for missed or interrupted meal periods?
- 23 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
24 Members to take compliant rest periods?
- 25 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
26 with additional wages for missed rest periods?
- 27 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
28 Members upon termination or resignation all wages earned?

- 1 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
2 section 203?
- 3 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
4 Class Members with accurate wage statements?
- 5 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
6 Code section 204?
- 7 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
8 losses incurred in direct consequence of the discharge of their duties or by obedience
9 to the directions of Defendants as required under Labor Code section 2802?
- 10 L. Did Defendants' practices and policies violate Labor Code sections 2100 through 2105
11 for requiring warehouse employees to meet excessive and unlawful quotas thereby
12 preventing them from complying with rest, recovery and meal periods, their ability to
13 use restroom facilities, travel to and from restroom facilities, an/or expose them to
14 safety and Occupational Safety and Health Administration ("OSHA") violations?
- 15 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
16 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 17 N. Are Class Members entitled to restitution of wages under Business and Professions
18 Code section 17203?
- 19 O. Are Class Members entitled to costs and attorneys' fees?
- 20 P. Are Class Members entitled to interest?

21 **C. Typicality**

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

27 **D. Adequacy of Representation**

28 59. Plaintiff will fairly and adequately represent and protect the interest of Class Members.

1 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
2 actions.

3 **E. Superiority of Class Action**

4 60. A class action is superior to other available means for the fair and efficient adjudication
5 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law
6 and fact common to Class Members predominate over any questions affecting only individual Class
7 Members. Class Members, as further described therein, have been damaged and are entitled to
8 recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the
9 Labor Code at times, as set out herein.

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

14 **F. Public Policy Considerations**

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

21 63. The quota laws clearly state that "... an employee cannot be required to meet a quota
22 that prevents compliance with meal or rest breaks, use of bathroom facilities (including reasonable
23 travel time to and from bathrooms), or compliance with occupational health and safety standards. A
24 quota that prevents compliance with meal or rest breaks, use of bathroom facilities, including
25 reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the
26 Labor Code or division standards is unlawful and may not be the basis for an adverse employment
27 action. A quota may be illegal if it directly or indirectly precludes employees from exercising these
28 statutory rights. For example, a quota that requires that employees always be engaged in productive

1 activity during work hours would be unlawful as it would directly prevent employees from taking
2 meal and rest periods to prevent them from using bathroom facilities during work hours or exercising
3 their rights regarding health and safety standards. Similarly, a quota may be so high that if an employee
4 takes meals and rests, goes to the bathroom, or attempts to exercise their rights under occupational
5 health and safety standards, they will fail to meet the quota. Such a quota indirectly precludes an
6 employee from exercising these statutory rights and is also unlawful. An employer cannot take adverse
7 employment action against an employee for failing to meet an unlawful quota or a quota that has not
8 been disclosed to the employee. (*See* Lab. Code, § 2103; *see* DLSE FAQ summary and description
9 of California's quota laws at https://www.dir.ca.gov/dlse/FAQ_warehousequotas.htm/.)

10 **FIRST CAUSE OF ACTION**

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

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

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

16 66. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
17 Members were entitled to receive minimum wages for all hours worked or otherwise under
18 Defendants' control.

19 67. For four (4) years prior to the filing of the Complaint in this Action through the present,
20 Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular
21 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

22 68. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
23 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for
24 all hours worked or otherwise due.

25 Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and
26 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount
27 of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys'
28 fees and costs of suit

1 **SECOND CAUSE OF ACTION**

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

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

5 70. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
7 Wage Orders.

8 71. At all times relevant to this Complaint, Labor Code section 510 was in effect and
9 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
10 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
11 the rate of no less than one and one-half times the regular rate of pay for an employee.”

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

16 73. Four (4) years prior to the filing of the Complaint in this action through the present,
17 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
18 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
19 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
20 result of, including but not limited to, and Defendants failing to accurately track and/or pay for all
21 hours actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class
22 Members.

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

28 75. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been

1 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
2 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and
3 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

4 **THIRD CAUSE OF ACTION**

5 **(Failure to Provide Meal Periods – Against All Defendants)**

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

8 77. At all relevant times, Plaintiff and Class Members were employees or former
9 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

10 78. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
11 employ an employee for a work period of more than five (5) hours without a timely meal break of not
12 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore,
13 no employer shall employ an employee for a work period of more than ten (10) hours per day without
14 providing the employee with a second timely meal period of not less than thirty (30) minutes in which
15 the employee is relieved of all of his or her duties.

16 79. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
17 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
18 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
19 compensation for each workday that the meal period is not provided.

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

26 81. By their failure to provide Plaintiff and Class Members compliant meal periods as
27 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to
28 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully

1 violated the provisions of Labor Code section 512 and applicable Wage Orders.

2 82. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
3 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
4 for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

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

9 **FOURTH CAUSE OF ACTION**

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

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

13 85. At all relevant times, Plaintiff and Class Members were employees or former
14 employees of Defendants covered by applicable Wage Orders.

15 86. California law and applicable Wage Orders require that employers "authorize and
16 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
17 period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3
18 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
19 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
20 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
21 minutes of paid rest period.

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

26 88. For four (4) years prior to the filing of the Complaint in this Action through the present,
27 Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-
28 minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.

Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

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

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

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

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FIFTH CAUSE OF ACTION

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

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

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

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

1 time of resignation.

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

6 96. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
7 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
8 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and
9 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
10 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
11 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
12 resignation.

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

16 98. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
17 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
18 prior to termination or resignation.

19 99. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
20 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
21 waiting time penalties, interest, and their costs of suit, as well.

22 **SIXTH CAUSE OF ACTION**

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

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

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

28 102. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were

1 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
2 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
3 wages earned; all applicable hourly rates in effect during the pay period and the corresponding number
4 of hours worked at each hourly rate; and the name and address of the legal entity that is the employer,
5 among other things.

6 103. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
7 before the filing of the Complaint in this Action through the present, Defendants failed to comply with
8 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
9 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
10 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all
11 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
12 at each hourly rate; and the name and address of the legal entity that is the employer, among other
13 things.

14 104. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
15 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
16 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
17 statements that Defendants knew were not accurate.

18 105. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
19 suffered injury. The absence of accurate information on Class Members' wage statements at times
20 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
21 mathematical computations to determine the amount of wages owed; causes difficulty and expense in
22 attempting to reconstruct time and pay records; and led to submission of inaccurate information about
23 wages and amounts deducted from wages to state and federal governmental agencies, among other
24 things.

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

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

SEVENTH CAUSE OF ACTION

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

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

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

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

111. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

113. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each

1 subsequent violation in connection with each payment that was made in violation of Labor Code
2 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

3 114. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
4 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
5 interest, and their costs of suit, as well.

6 **EIGHTH CAUSE OF ACTION**

7 **Violation of Labor Code § 2802 – Against All Defendants)**

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

10 116. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

12 117. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
13 his or her employee for all necessary expenditures or losses incurred by the employee in direct
14 consequence of the discharge of his or her duties . . .”

15 118. For three (3) years prior to the filing of the Complaint in this Action through the
16 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
17 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
18 obedience to the directions of Defendants that included, without limitation: using cellular phones for
19 work-related purposes.

20 119. During that time period, Plaintiff is informed and believes, and based thereon alleges
21 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and Class
22 Members for those losses and/or expenditures.

23 120. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
24 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-
25 described losses and/or expenditures.

26 121. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
27 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
28 for their herein-described losses and/or expenditures, reasonable attorneys’ fees and costs of suit.

1 **NINTH CAUSE OF ACTION**

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

3 122. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
4 incorporate each by reference as though fully set forth hereat.

5 123. At all relevant times, Defendants had a duty to comply with Labor Code sections 2100
6 *et seq.*

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

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

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

17 126. Defendants had and have the financial ability to comply with California's quota laws,
18 but willfully, knowingly and intentionally refuse to comply despite its profit and financial strength.
19 Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants
20 were advised by skilled lawyers, employees, and other professionals who were knowledgeable about
21 California's wage and hour laws, employment and personnel practices, and the requirements of
22 California law.

23 127. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
24 have known they imposed systematic quota and production demands on Plaintiff and Class Members
25 which violated the rights of employees pursuant to Labor Code sections 2100 *et. seq.* Defendants, and
26 each of them, know and have known at all times herein referenced that it requires and required Plaintiff
27 and Class Members "...to meet a quota that prevents compliance with meal or rest breaks, use of
28 bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational

1 health and safety laws in the Labor Code or division standards” in violation of Labor Code section
2 2102.

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

4 128. On information and belief, hundreds of employees have suffered quota related injuries
5 since January 1, 2022. On information and belief, Defendants, and each of them, have an unwritten
6 policy which is implemented through supervisors and managers that eliminates injured employees.
7 While Defendants, and each of them, sometimes offer light duty positions and tasks, the reality is
8 injured employees were targeted for elimination for one well known reason: the perception and false
9 belief that injured employees could not meet Defendants’ illegal quotas. Ultimately, injured
10 employees are categorized as unproductive employees and are terminated for “low performance.”

11 129. Defendants, and each of them, willfully, knowingly and intentionally failed to establish
12 quotas that did not harm Plaintiff and Class Members in order to increase Defendants’ profits without
13 concern for employee safety. Defendants’ quotas required Plaintiff and Class Members, to meet
14 quantified work and production targets and quotas relating to their warehouse duties.

15 Defendants’ Warehouse Employees are Covered Employees

16 130. Defendants, and each of them, are covered employers and maintain, implement, and
17 enforces illegal quotas. Plaintiff and Class Members are subject to quotas and are protected by Labor
18 Code section 2100, subdivision (h), which states that a "quota" means a work standard under which
19 an employee is assigned or required to perform at a specified productivity speed, or perform a
20 quantified number of tasks, or to handle or produce a quantified amount of material, within a defined
21 time period and under which the employee may suffer an adverse employment action if they fail to
22 complete the performance standard.”

23 131. Defendants, and each of them, measure, analyze, store, evaluate and/or rate warehouse
24 employees’ performance based on employee work speed data and subsequently takes adverse action
25 against them for failing to meet undisclosed quotas. Labor Code section 2100 states at subdivision
26 (e)(1) that ““employee work speed data’ means information an employer collects, stores, analyzes, or
27 interprets relating to an individual employee's performance of a quota, including, but not limited to,
28 quantities of tasks performed, quantities of items or materials handled or produced, rates or speeds of

1 tasks performed, measurements or metrics of employee performance in relation to a quota, and time
2 categorized as performing tasks or not performing tasks.” Under section (e)(2), “‘employee work
3 speed data’ does not include qualitative performance assessments, personnel records, or itemized
4 wage statements pursuant to Section 226, except for any content of those records that includes
5 employee work speed data as defined in this part.”

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

15 133. Plaintiff and Class Members, as alleged throughout this complaint, were required to
16 meet excessive quotas. Defendants could comply with the law by complying with the law and refuse
17 to do so. Defendants claim they do not have, maintain, implement, or require quotas of any of its
18 warehouse employees.

19 Defendants Changes Quotas Regularly and Fail to Disclose New Quotas

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

24 135. Defendants, and each of them, failed to disclose Plaintiff’s quota after Plaintiff
25 demanded Plaintiff’s written disclosures pursuant to Labor Code section 2104, which states at (a)(1)
26 that “[i]f a current or former employee believes that meeting a quota caused a violation of their right
27 to a meal or rest break or required them to violate any occupational health and safety laws in the Labor
28 Code or division standards, they have the right to request, and the employer shall provide, a written

1 description of each quota to which the employee is subject and a copy of the most recent 90 days of
2 the employee's own personal work speed data.” Subdivision (a)(2) states that “[i]f a former employee
3 requests a written description of the quotas to which they were subject and a copy of their own
4 personal work speed data pursuant to paragraph (1), the employer shall provide 90 days of the former
5 employee's quotas and personal work speed data for the 90 days prior to the date of the employee's
6 separation from the employer. Subdivision (a)(3) states that “[a] former employee is limited to one
7 request pursuant to this subdivision.” Subdivision (b) states that “[a]n employer that receives a written
8 or oral request for information pursuant to subdivision (a) shall comply with the request as soon as
9 practicable, but no later than 21calendar days from the date of the request. Plaintiff, through their
10 Counsel of record, served on Defendants a demand for a written description of the quotas they were
11 subject to. Defendants ignored their request. More than 21 days have passed since the request for a
12 written description and Defendants refuses to comply with the law. As such, Plaintiff is forced to
13 both file a lawsuit and/or file for injunctive relief for Plaintiff and on behalf of Class Members.

14 Quotas Interfered with Employees’ Use of Bathroom Facilities

15 136. Plaintiff and Class Members were restricted in their ability to use the bathroom
16 facilities as a result of Defendants’ (and each of their) unlawful quota requirements, as alleged herein
17 and above. Employees were monitored by Defendants’ leads and/or supervisors and were instructed
18 to minimize the use of the bathroom facilities or were restricted to use bathroom facilities until the
19 designated break time. As such, Defendants, and each of them, violated Labor Code sections 2100 *et.*
20 *seq.*

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

22 137. On information and belief, hundreds of employees have suffered quota related injuries.
23 On information and belief, Defendants’ (and each of their) unwritten policies, which are implemented
24 through supervisors and managers, is to eliminate injured employees. While Defendants, and each of
25 them, sometimes offer light duty positions and tasks the reality is injured employees were targeted for
26 elimination for one well known reason: the perception and false belief that injured employees could
27 not meet Defendants’ illegal quotas. Ultimately, injured employees are categorized as unproductive
28 employees and are terminated for “low performance.”

1 Quotas Adversely Impacted Meal & Rest Periods

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

8 139. Defendants, and each of them, maintained excessive quota demands which interfered
9 with Plaintiff and Class Members' ability to take legal meal periods and in fact it prevented them from
10 complying with California law regarding lunches. For example, employees were monitored,
11 reprimanded, and discouraged from taking meal periods. Employees were required under the penalty
12 of reprimand or termination to clock in and out for meal periods. This ruse was implemented and
13 required by Defendants for unlawful purposes. In reality, the unwritten meal period policy was to
14 work through meal period or be punished. If Defendants can demonstrate employees clocked in and
15 out for lunch, then it can falsely argue that they complied with California law in defending the many
16 lawsuits accusing them of violating California break laws. The reality was, is, and will continue to be
17 that Defendants' quotas are excessive and can only be met if Plaintiff and Class Members work
18 through meal periods or take shortened meal periods.

19 On Duty/On Call Breaks

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

25 141. Plaintiff and Class Members were regularly and routinely required to remain on call to
26 meet quotas. Defendants required employees to regularly monitor quota statistics and receive and
27 respond to messages when on breaks.

28 Quotas Adversely Impacted Class Members Right to Take Legal Rest Breaks

1 142. Defendants knew that Plaintiff, and Class Members were entitled to legal rest breaks.
2 Defendants enacted quotas that prevented Plaintiff and Class Members from complying with
3 California rest period laws.

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

11 144. Defendants also implemented an illegal policy requiring Plaintiff and Class Members
12 to "waive" meal periods. Plaintiff and Class Members were required to sign meal period waivers when
13 in fact many employees did not want to sign waivers because they wanted a break. Plaintiff and, on
14 information and belief, Class Members also complained about Defendants' unlawful breaks policies,
15 as evidenced by the dozens of lawsuits for breaks violations, and faced retaliation and termination in
16 violation of Labor Code section 2105 which states that "[f]or purposes of this part, there shall be a
17 rebuttable presumption of unlawful retaliation if an employer in any manner discriminates, retaliates,
18 or takes any adverse action against any employee within 90 days of the employee doing either of the
19 following: (a) Initiating the employee's first request in a calendar year for information about a quota
20 or personal work speed data pursuant to subdivision (a) of Section 2104; (b) Making a complaint
21 related to a quota alleging any violation of Sections 2101 to 2104, inclusive, to the commissioner, the
22 division, other local or state governmental agency, or the employer.

23 Injunctive Relief

24 145. Plaintiff and Class Members were and continue to labor under the constant threat of
25 Defendants' adverse employment action in violation of Labor Code sections 2100 *et. seq.*

26 146. Defendants knew or should have known that its quotas were and continue to be illegal.
27 Defendants new and know its quotas require Plaintiff and Class Members to expose themselves to
28 OSHA hazards and other safety hazards. Defendants have been sued many times for violating

1 California's wage and hour laws. Despite prior, current and future litigation, Defendants, and each of
2 them, will continue to violate California's quota laws absent a jury award in Plaintiff and Class
3 Members' favor

4 147. Plaintiff and Class Members are entitled to injunctive relief under California Labor
5 Code section 2108, compelling Defendants to comply with California Labor Code sections 2100 *et*.
6 *seq.*, and seek the recovery of attorneys' fees and costs incurred in obtaining this
7 injunctive relief.

8 **TENTH CAUSE OF ACTION**

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

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

12 149. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
13 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
14 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
15 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least
16 four (4) years prior to the filing of this action and continuing to the present, Defendants have had a
17 consistent policy of failing to provide Plaintiff and similarly situated employees or former employees
18 within the State of California with the rights provided to them under the Healthy Workplace Healthy
19 Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business
20 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
21 comparable companies doing business in the State of California that comply with their obligations to
22 compensate employees in accordance with the Labor Code.

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

25 151. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members
26 are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and
27 requiring the establishment of appropriate and effective means to prevent further violations, as well
28 as restitution of all wages and other monies owed to them under the Labor Code, including interest

1 thereon, in which they had a property interest and which Defendants nevertheless failed to pay them
2 and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and
3 Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure
4 to comply with the Labor Code.

5 152. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
6 section 1032 and interest under Civil Code section 3287.

7 **ELEVENTH CAUSE OF ACTION**

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

10 153. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
11 preceding paragraphs as though fully set forth hereat.

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

13 154. At all relevant times herein, Labor Code section 204, requires and required that:
14 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
15 between the 16th and 26th day of the month during which the labor was performed, and labor performed
16 between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st
17 and 10th day of the following month.”

18 155. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
19 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
20 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
21 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
22 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
23 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
24 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

25 156. At all relevant times herein, Defendants have had a consistent policy or practice of
26 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
27 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
28 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved

1 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
2 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
3 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
4 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
5 connection with each payment that was made in violation of Labor Code section 204.

6 Civil Penalties Under Labor Code § 226.3

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

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

23 159. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
24 this section are in addition to any other penalty provided by law."

25 160. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
26 have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements as
27 set forth in the preceding paragraphs.

28 161. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are

1 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
2 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for
3 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
4 for each subsequent violation.

5 Violation of Labor Code § 558

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

10 163. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
11 pay period for which the employee was underpaid in addition to an amount sufficient to recover
12 underpaid wages;

13 164. For each subsequent violation, one hundred dollars (\$100) for each underpaid
14 employee for each pay period for which the employee was underpaid in addition to an amount
15 sufficient to recover underpaid wages;

16 165. Wages recovered pursuant to this section shall be paid to the affected employee."

17 166. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
18 of them, violated, or caused to be violated, the Labor Code sections described herein, including
19 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
20 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
21 regular payday designated by employer, the name of the employer, including any "doing business as"
22 names used, the name, address, and telephone number of the workers' compensation insurance carrier,
23 information regarding paid sick leave, and other pertinent information.

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

Violation of Labor Code § 1174.5

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

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

170. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[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 applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

171. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

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

1 under Labor Code section 1174.

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

6 Violation of Labor Code § 1197.1

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

- 13 1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
14 each underpaid employee for each pay period for which the employee is underpaid. This
15 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated
16 damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to
17 Section 203.
- 18 2) For each subsequent violation for the same specific offense, two hundred fifty dollars
19 (\$250) for each underpaid employee for each pay period for which the employee is
20 underpaid regardless of whether the initial violation is intentionally committed. This
21 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated
22 damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to
23 Section 203.
- 24 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
25 203, recovered pursuant to this section shall be paid to the affected employee."

26 175. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
27 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
28

1 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all
2 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to
3 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
4 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the
5 proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
6 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

7
8 176. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
10 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
11 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two
12 hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent
13 violation.

14
15 Civil Penalties Under Labor Code § 2699

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

22
23 178. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each
24 of them, violated the Labor Code sections described in the preceding paragraphs, including, without
25 limitation, the following additional provisions of the Labor Code:

- 26 A. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
27 have or had a policy or practice of failing to provide Employee and other Aggrieved
28

1 Employees with all rights afforded to them under the Healthy Workplace Healthy
2 Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without
3 limitation, the amount of paid sick leave required to be provided pursuant to California
4 and local laws. Plaintiff is further informed and believes that the sick pay was not
5 provided at the proper regular of pay as required under California law due to failure to
6 properly calculate the regular rate. Plaintiff is further informed and believes that
7 Defendants also did not permit its use upon request by Defendants and other Aggrieved
8 Employees as contemplated under California and local laws, including, without
9 limitation, under Labor Code section 233, that permits its use to attend to an illness of
10 a child, parent, spouse, or domestic partner without retaliation. Plaintiff is additionally
11 informed and believes that the notice requirement of Labor Code section 221, 223, 233,
12 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff
13 is thus informed and believes that Defendants violated these Labor Code sections, as
14 well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
15 have personally suffered violations under these sections and Defendants would be
16 liable for civil penalties for violation of the paid sick leave regulations under Labor
17 Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief,
18 and reasonable attorneys' fees and costs. Employee further informed and believes, and
19 based thereon alleges, that Defendants' conduct above gave rise to such violations was
20 malicious, fraudulent, or oppressive. Defendants would further be liable for civil
21 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22
23
24
25 B. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
26 that Defendants failed and continue to fail to keep adequate or accurate time records
27 including wage statements and similar payroll documents under Labor Code section
28

1 226, documents signed to obtain or hold employment under Labor Code section 432,
2 personnel records under Labor Code section 1198.5. Plaintiff and the Aggrieved
3 Employees personally suffered these violations, which in turn would entitle Plaintiff
4 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226
5 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code
6 sections 558, 1174.5, and 2699. Plaintiff further informed and believes, and based
7 thereon alleges, that Defendants' conduct above gave rise to such violations was
8 malicious, fraudulent, or oppressive. Defendants would further be liable for civil
9 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).
10

11 179. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
12 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
13 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to
14 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.
15

16 180. Moreover, Plaintiff and other Aggrieved Employees within the State of California
17 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
18 connection with their herein-described claims for civil penalties.
19

20 **DEMAND FOR JURY TRIAL**

21 181. Plaintiff demands a trial by jury on all causes of action contained herein.

22 **PRAYER**

23 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
24 against Defendants as follows:

- 25 A. An order certifying this case as a Class Action;
26 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
27 counsel as class counsel;
28 C. Damages for all wages earned and owed, including minimum and overtime wages,
under Labor Code sections 510, 558.1, 1194, 1197, and 1199;

- 1 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 2 E. Damages for unpaid premium wages from missed meal and rest periods under,
- 3 among other Labor Code sections, 512, 558.1 and 226.7;
- 4 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
- 5 (e) and 558.1;
- 6 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 7 H. Penalties to timely pay wages under Labor Code section 210;
- 8 I. Damages under Labor Code sections 2802 and 558.1;
- 9 J. Preliminary and permanent injunctions prohibiting Defendants from further violating
- 10 the California Labor Code and requiring the establishment of appropriate and
- 11 effective means to prevent future violations, including, without limitation, under
- 12 Labor Code sections 17200, *et seq.* and 2100, *et seq.*;
- 13 K. Restitution of wages and benefits due which were acquired by means of any unfair
- 14 business practice, according to proof;
- 15 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 16 M. For attorneys' fees in prosecuting this action;
- 17 N. For costs of suit incurred herein; and
- 18 O. For such other and further relief as the Court deems just and proper.

19
20 Dated: June 24, 2026

BIBIYAN LAW GROUP, P.C.

21
22 BY: /s/ Calyn . Hadlock

23 CALYN V. HADLOCK

24 Attorneys for Plaintiff JOSE LOPEZ PEREZ and
25 on behalf of all others similarly situated
26
27
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On June 24, 2026, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS ACTION COMPLAINT**, to be served on the following person(s) at the addresses listed:

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Global Truss America and Acclaim Lighting, LLC



BY E-MAIL OR ELECTRONIC TRANSMISSION:

Based on a Court order or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) described above to be electronically served to the persons at

1 the e-mail address listed below. I did not receive, within a reasonable time after the transmission,
2 any electronic message or other indication that the transmission was unsuccessful.

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

5 Executed on June 24, 2026, at Los Angeles, California.

6 /s/ Alma Hernandez

7 Alma Hernandez
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