WORRELL LAW FIRM, APC

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December 8, 2025

Via LWDA Website by Online Submission
California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

Via Certified Mail

PROLOGIS MANAGEMENT LLC **Agent for Service of Process:** Koy Saechao, or other authorized agent ATTN: Prologis Management LLC 2710 Gateway Oaks Dr., Ste, 150N Sacramento, CA 95833	PROLOGIS, INC., A MARYLAND CORPORATION **Agent for Service of Process:** Koy Saechao, or other authorized agent ATTN: Prologis, Inc., A Maryland Corporation 2710 Gateway Oaks Dr., Ste, 150N Sacramento, CA 95833
PROLOGIS, L.P. **Agent for Service of Process:** Koy Saechao, or other authorized agent ATTN: Prologis, L.P. 2710 Gateway Oaks Dr., Ste, 150N Sacramento, CA 95833	

Re: PAGA Notice Pursuant to California Labor Code § 2698, et seq.; Claims of *Maggie H. Xu v. Prologis Management LLC, et al.*

Dear Representative:

PLEASE TAKE NOTICE that plaintiff Maggie H. Xu ("Plaintiff") individually and on behalf of all others similarly situated and representative, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice via online filing and certified mail, as appropriate, of the specific provisions alleged to have been violated to the Labor and Workforce Development Agency ("LWDA") and Defendants PROLOGIS MANAGEMENT LLC, a California limited liability company, (including any and all affiliates, subsidiaries, parents, directors, officers, and managing employees) (collectively referred to as "PROLOGIS MANAGEMENT"), PROLOGIS, INC., A MARYLAND CORPORATION, a corporation, (including any and all affiliates, subsidiaries, parents, directors, officers, and managing employees) (collectively referred to as "PROLOGIS, INC."), and PROLOGIS, L.P., limited partnership (including any and all affiliates, subsidiaries, parents, directors, officers, and managing employees) (collectively referred to as "PROLOGIS, L.P." and with PROLOGIS MANAGEMENT, and PROLOGIS, INC., collectively, "Defendants").

Plaintiff hereby attaches a copy of the Complaint to be filed in Los Angeles Superior Court. <u>All labor provisions in the Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.</u>

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Thank you in advance for your attention to this letter.

Very truly yours,

Kyle C. Worrell, Esq.

Enclosure: Draft Complaint

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Attorneys for Plaintiff
MAGGIE H. XU

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MAGGIE H. XU, an individual, Plaintiff, v. PROLOGIS MANAGEMENT LLC, a Delaware limited liability company and DOES 1 through 100, inclusive, Defendants.	**Case No.** **COMPLAINT FOR DAMAGES** (1) Retaliation in Violation of Labor Code § 1102.5 (2) Wrongful Termination in Violation of Public Policy (3) Failure to Pay Final Wages (Labor Code § 203) (4) Failure to Comply with Employee Wage Statement Requirements (Labor Code § 226) (5) Failure to Pay Vacation Wages (Labor Code § 227.3) (6) Failure to Reimburse Business Expenses (Labor Code §§ 2800, 2802) (7) Failure to Maintain Accurate Employment Records (Labor Code §§ 226, 1198.5) (8) Violation of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, et seq.) (9) Violation of Labor Code § 2698, et seq. Private Attorneys General Act ("PAGA") **JURY TRIAL DEMANDED**

COMES NOW Plaintiff Maggie H. Xu, who alleges and complains, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, as follows:

I. INTRODUCTION

1. This case arises primarily out of the wrongful termination of Plaintiff Maggie H. Xu ("Plaintiff" or "Xu") orchestrated by Defendant Prologis Management LLC, ("Prologis" or "Defendant"). Plaintiff, a high-performing, long-tenured Director of Development & Construction, was fired by Prologis after she raised and reported safety concerns to the Los Angeles Regional Water Quality Control Board (the "Water Board") regarding the planned movement of materials between two Prologis projects. Rather than being transparent and truthful with the Water Board, Prologis, through its managerial employees, attempted to conceal conditions and fast track movement of materials that contained dangerous chemicals. When Xu blew the whistle on this conduct, Prologis determined that Xu was an obstacle to the progress of their project, that they needed to remove her from being an obstacle, and Prologis did so by wrongfully terminating her employment.

2. More specifically, in early 2025, Xu learned that the source site (Downey) contained demolition material that had been flattened and mixed with on-site soils, yet internal communications and draft submissions to the Water Board did not appropriately disclose that soil was part of the export stream. She urged transparent disclosure and appropriate environmental diligence.

3. On or about April 18, 2025, Prologis initially contacted the Water Board to request import soil to the Slauson project using materials from the Downey project. The Water Board representative stated that for crushed concrete import, they typically require a Phase I ESA review to assess potential impacts from the source before granting approval. He also noted that for soil import, the Water Board generally follows DTSC Import Fill guidance—treated differently from crushed concrete import.

4. Prologis directed the consultants to submit a request using crushed concrete import ***instead of*** onsite soil, even though the general contractor, the demo contractor and the geotechnical engineer had repeatedly informed the team that the crushed concrete has been flattened and mixed with on-site soils. In other words, Prologis was making a material misrepresentation and/or omission in order to fast track the project and avoid red tape.

5. Early June, Plaintiff reached out to one of the project managers for the Downey project and expressed concerns on the soil import. Plaintiff discussed these concerns with Prologis'

management, pointing out that avoiding disclosure of the soil mixture and bypassing testing could create environmental risks for Slauson. Plaintiff suggested off-the-record testing; Prologis's management refused.

6. On or about June 16, 2025, Plaintiff and the project managers for the Downey project organized an all-hands call to include Prologis's environmental team and contractors to discuss the details of the soil import. It was confirmed during the call that there was insufficient crushed base and that soil export would be required. Outside consultants reiterated to the team that soil sampling will be required in order to follow the DTSC Import Fill guidance. Prologis management pressed to complete sampling and reporting in days, compressing a process that typically requires weeks to months.

7. With import to the receiving site (Slauson) imminent and concerned that the compressed schedule could miss or understate contamination, Xu blew this whistle and made a good-faith report to the Water Board that the proposed export included mixed soil and crushed material and requested careful review in order to preserve the safety of the public.

8. On June 24, 2025, sampling results then confirmed exceedances for ***arsenic*** and ***thallium*** at two locations, and exclusion areas were proposed, corroborating Xu's safety concerns about moving mixed soil without full vetting. Had Xu not made the report, these harmful chemicals would have been moved unmitigated.

9. Shortly thereafter, the Water Board requested an affidavit referencing information from an informant who indicated the applicant had not been fully truthful; internally, Prologis personnel identified or suspected Xu as the reporter. Then, within weeks of her protected report and the confirmatory test results, on July 23, 2025, Prologis terminated Xu's employment. This was despite Xu having received no formal discipline or performance improvement plans throughout her employment with Prologis.

10. California law embodies straightforward community-safety principles that govern soil movement and environmental review: (a) accurately disclose what is being moved; (b) conduct and allow adequate testing and review before transport; and (c) do not punish employees who report suspected non-compliance. Xu followed those rules; Prologis did not.

11. By terminating Xu's employment for reporting suspected violations to a government agency and for repeatedly insisting on truthful disclosure and adequate testing, Prologis retaliated in violation of Labor Code §1102.5 and wrongfully terminated her employment in violation of fundamental public policy, including policies protecting whistleblowers and public health and safety.

12. Because the facts speak for themselves, hyperbole is unnecessary to convey the extent of Defendants' wrongdoing and why Xu's integrity and competence posed such a significant threat to them, compelling them to abruptly fire her. Through this complaint, Xu seeks compensation for the ongoing financial, physical, and emotional toll that Defendants' unlawful conduct caused her.

II. PARTIES

13. Plaintiff Maggie H. Xu ("Plaintiff" or "Xu") is a highly experienced development and construction professional who Prologis hired in April 2021 as a Director of Development & Construction. In that role, Xu successfully managed multiple large-scale industrial projects in Southern California, including a 1.3 million-square-foot Amazon fulfillment center, a 600,000-square-foot Iron Mountain facility, and several speculative truck terminals and warehouse projects delivered meeting or exceeding Prologis's expectations. Prologis entrusted Xu with high-value responsibilities and compensated her at senior-leadership level, as reflected in her pay records and incentive awards, including base salary at the director level and significant annual bonus and equity components (e.g., 2024 bonus and restricted-share/RSU entries). In early 2025, Xu also oversaw Prologis's redevelopment at 7400 East Slauson Avenue (Commerce, CA), a project requiring strict coordination with the Los Angeles Regional Water Quality Control Board on material import/export, further underscoring the level of professional judgment and regulatory interface Prologis expected of her position. Her tenure and records demonstrate a seasoned professional entrusted with complex schedules, budgets, contractors, consultants, and environmental/regulatory stakeholders across multiple concurrent developments.

14. Plaintiff is informed and believes that defendant Prologis is and was a limited liability company authorized to transact, and transacting, business in the State of California and County of Los Angeles. Plaintiff is informed and believes that Prologis is a multibillion-dollar real-estate conglomerate that develops, owns, and operates industrial projects across California and the United

States. Prologis wields substantial resources, market power, and influence over contractors, consultants, and permitting processes. Plaintiff is informed and believes that at all times relevant herein, Prologis employed more than one hundred (100) employees for each working day during each of twenty (20) or more calendar weeks in each relevant calendar year. On information and belief, Prologis operates several hundred facilities in California, including in Los Angeles County, and hires California residents as employees within the State of California. Plaintiff is informed and believes that Prologis generally employs more than one hundred (100) employees working within California and that its employees work throughout Southern California, including Los Angeles County, and other California counties.

15. The true names and capacities of the defendants named herein as Does 1 through 100, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore sues such defendants by fictitious names pursuant to Code of Civil Procedure Section 474. Plaintiff is informed and believes that all Doe defendants are California residents and/or otherwise subject to the jurisdiction of this Court. Plaintiff will amend this pleading to show such true names and capacities of the Doe defendants when they have been determined.

16. Plaintiff is informed and believes that at all times relevant herein, each Defendant designated, including Defendants and the Doe defendants, was the agent, managing agent, principal, owner, partner, joint venturer, representative, manager, servant, employee and/or co-conspirator of one another, and was at all times mentioned herein acting within the course and scope of said agency and employment, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and consent of the other designated Defendants. Defendants, if not separately noted, are collectively liable under either a joint employer or a single enterprise theory, or, in the alternative, because each Defendant is the alter ego of every other Defendant.

III. <u>JURISDICTION AND VENUE</u>

17. Defendants are, and at all relevant times were, conducting business in the County of Los Angeles in the State of California and were the employer(s) (or other person(s) acting on behalf

of the employer) of Plaintiff consistent with the applicable Wage Orders (the “Wage Orders”) promulgated by the Industrial Welfare Commission (the “IWC”).

18. Plaintiff further alleges that Defendants directly or indirectly controlled or affected Plaintiff’s working conditions, wages, working hours, and conditions of employment so as to make Defendants jointly liable under the statutory provisions set forth herein.

19. This Court has jurisdiction over this matter under its general powers granted by statute and the California Constitution, Article VI, Section 10, which grants the Superior Courts original jurisdiction in all cases except those given by statute to other courts.

20. Plaintiff, during her employment with Defendants, resided in California with an intent to remain there indefinitely. Plaintiff worked for Defendants throughout Southern California, including doing work and overseeing work in Los Angeles County.

21. Defendants are residents of California, have sufficient minimum contacts in California, and/or otherwise intentionally have availed themselves of the California market so as to render the exercise of jurisdiction over Defendants by this Court consistent with traditional notions of fair play and substantial justice.

22. Venue is proper in this Court under C.C.P. § 395.5, as most events described herein either occurred in or had a substantial effect on individuals located in Los Angeles County. Venue is also proper because Defendants keep and maintain offices and/or residences in Los Angeles County.

IV. <u>FACTUAL ALLEGATIONS</u>

A. <u>Xu Begins Working for Prologis</u>

23. Xu was hired by Prologis in April 2021 as a Director of Development and Construction. Over four years, she successfully managed multiple large-scale industrial projects in Southern California, including a 1.3 million SF Amazon fulfillment center, a 600,000 SF Iron Mountain facility, and several speculative truck terminals and warehouses. Through her diligence and care, these largescale projects were delivered meeting or exceeding expectations established by Prologis. Her July 2025 pay records reflect senior-level compensation with additional valuable benefits and perquisites available to her, including valuable stock options and retirement plan compensation.

24. In early 2025, Xu oversaw Prologis's 7400 East Slauson Avenue redevelopment project in Commerce, California. This project required strict compliance with the Los Angeles Regional Water Quality Control Board ("Water Board") regarding the importation of soil and demolition materials from Prologis's Downey Industrial Center.

25. In April 2025, Xu discovered that her supervisor, Jonathan Payne ("JP"), was orchestrating the transfer of mixed demolition material—crushed concrete blended with soil—without fully disclosing the soil content or contamination risks to the Water Board. Xu repeatedly pressed JP to allow soil testing. JP refused.

26. On June 12, 2025, a call with the environmental team revealed that a soil export would be required. The environmental team members recommended immediate sampling be performed before proceeding with the export to the Slauson Project. Typically it takes a few weeks if not several months of time to complete sampling by the environmental consultants and subsequently obtain review and approval by the Water Board. JP—who initially refused any testing whatsoever—insisted that the sampling be rushed and completed within only a few days, which increased the likelihood that the testing would miss or inadequately address the potential soil issues.

27. When Prologis failed to act appropriately, Xu exercised her legal rights under Labor Code § 1102.5(b) by reporting her concerns to the Water Board. In contemporaneous messages, she explained to her colleague that JP was aware of the situation and that Xu had no choice given JP's unsafe conduct but to report the situation to the Water Board. Xu's concerns for the wellbeing, health, and safety of the people who would potentially be impacted by the environmental impact of the project was paramount.

28. On June 24, 2025, soil samples were collected on a 500x500 ft grid. The lab results showed two locations exceeding regulatory levels for arsenic and thallium. Based on these results, it was recommended that these areas be excluded from export to the Slauson project. In other words, Xu's suspicions about potential issues with the mixed soil and crushed concrete were confirmed—the soil was contaminated. Had Xu not pushed for proper soil testing by Prologis, these toxic chemicals would likely have been transported to the Slauson Project completely unmitigated.

29. Shortly thereafter, Prologis leadership (at least including JP), identified Xu as the likely whistleblower. This was confirmed in various exchanges with other co-workers, and it became apparent that JP either knew or believed that it was Xu who had gone to the Water Board with her concerns.

B. Prologis Terminated Xu's Employment in Retaliation for Reporting Safety Issues

30. On July 23, 2025, just weeks after her Water Board disclosure, Prologis terminated Xu's employment. She did not receive her final paycheck until August 1, 2025. Colleagues immediately recognized the retaliatory nature of the decision. It seemed readily apparent that the only reason a long-term, established, and high performing employee like Xu would have her employment terminated was due to the fact she reported JP's illegal, deceptive, and unsafe conduct to a governmental agency.

31. The suspicious timing, management's expressed suspicion that Xu was the whistleblower, and her abrupt termination despite an excellent record of performance demonstrate that Prologis unlawfully retaliated against her in violation of California law.

C. Prologis Engaged in Other Illegal Conduct Related to Wage and Hour Issues

32. In addition to the retaliation and wrongful termination issues, Prologis also engaged in various illegal wage and hour practices related to Xu. This includes, but is not limited to, failure to properly calculate and pay vacation wages; failure to provide adequate reimbursement; failure to pay all wages due and owing at the end of employment; failure to maintain and provide accurate records; failure to provide accurate itemized wage statements; and unfair competition.

33. More specifically, Prologis failed to properly track vacation time for exempt employees like Xu and failed to provide them with all necessary reimbursement for incurring business expenses.

34. Plaintiff and other Aggrieved Employees (defined below) were employed by Defendants (defined below) and worked for them in the real estate industry throughout Southern California, including Orange County, Los Angeles County, as exempt Directors, Managers, and other similar exempt managerial roles overseeing development and of real estate properties (hereinafter "AEs"), from approximately December 8, 2024, through the present.

35. Plaintiff brings this action, in part, and as to her Ninth Cause of Action for violation of the PAGA, as a Representative Action on behalf of the LWDA and other aggrieved employees against Defendants for PAGA penalties based on Defendants': (a) failure to reimburse their current and former employees for their work-related home office expenses in California incurred for which they have not been fully or even partially reimbursed, (b) failure to calculate and/or pay vested vacation at the appropriate rate of pay, (c) failure to timely pay final wages at the appropriate rate of pay, (d) failure to provide accurate itemized wage statements as a result of the failures noted above. As a result of the foregoing, Defendant has violated California Labor Code section 2802, 227.3, 201-203, and 226, among other Labor Code sections, as described below.

36. The "PAGA Period" is designated as the period from the date Plaintiff first provided notice to Defendants of Plaintiff's PAGA claims, through the present.

37. Defendant operates and, at all times during the PAGA Period, has done and does business in California. Defendant, in the course of operating its business in California during the PAGA Period, employed Plaintiff and the Aggrieved Employees.

UNLAWFUL REIMBURSEMENT POLICIES

38. From at least 2020, Plaintiff and the other Aggrieved Employees, at the direction of Defendant and with Defendant's knowledge and acquiescence, have incurred work-related home office expenses including, among other things, home internet service, equipment, telephone, and electricity in order to perform necessary work-related duties.

39. Specifically, at various times during Plaintiff's employment, Defendant notified and instructed Plaintiff, and on information and belief, all other Aggrieved Employees, in writing and verbally, that they were not permitted to work from Defendant's offices in certain situations and instructed them to continue performing their regular job functions for Defendant remotely from their homes. This included remote work for virtually all California-based employees. At some point in time, Defendant moved to a hybrid schedule, yet despite knowing a large group of employees continued to work remotely and were prevented from working in any of Defendant's offices after hours, on remote days, and/or on weekends, Defendant failed to provide home office reimbursement for these employees. In other words, exempt employees who, per Defendant's policy, were required

to work remotely in whole or in part, did not receive reimbursement (in whole or in part) even though they were prevented from returning to Defendant's offices as a result of Defendant's policies and practices. Likewise, upon information and belief, Defendant maintained other policies and practices requiring exempt employees to work from home, from time to time, and to incur other home office expenses to the present, while failing to provide full or partial reimbursement for those expenses. This included, among other things, requests to respond to emails, Teams meetings, and other electronic communications after normal work hours, or on weekends, when certain offices were closed or when the electronic communication services at an office were down for maintenance.

40. In order to perform their job functions remotely, Defendant required and caused Plaintiff and the other Aggrieved Employees to have, without limitation, a computer or mobile device and an operating system capable of receiving, accessing, displaying, and either printing or storing information, as well as a home internet connection, and internet browser software to receive electronic notices from Defendant. Defendant also instructed and caused Aggrieved Employees to use telecommunication devices, computer peripherals, and other home-office expenses in furtherance of the discharge of their employment duties for Defendant.

41. Plaintiff and the other Aggrieved Employees were thus expected by Defendant to pay for, and have personally paid for, among other things, home internet service, electricity, and the purchase and maintenance of hardware used for work-purposes, including, upon information and belief, personal laptops or desktop computers, keyboards, mouses, and Bluetooth headsets in the discharge of their job duties (the "home office expenses"). These expenses ranged, but typically amounted from $100 to $200 per month per aggrieved employee, or more. Thus, Defendant not only instructed Aggrieved Employees to work from home, but also required, instructed, and caused them to incur expenses in connection with the above-described items in order to perform their job functions without reimbursing a reasonable portion of such expenses.

42. In sum, Defendant's expense-related policies and/or practices require and expect, and/or with Defendant's knowledge thereof permit, Plaintiff and the aggrieved employees to pay for home office expenses incurred in direct consequence of discharging their necessary and business-related job duties on behalf of Defendant, without some reimbursement of a reasonable portion of

such expenses by Defendant, as required by California law.

43. Defendant does not maintain an expense reimbursement policy and/or practice stating that Defendant will affirmatively reimburse Plaintiff and the aggrieved employees for a reasonable portion of their home office expenses necessarily incurred in their discharge of their duties as required by Labor Code sections 2802(a) and (c).

44. California Labor Code section 2802 requires an employer to "indemnify his or her employee for all necessary expenditures or losses incurred by that employee in direct consequence of the discharge of his or her duties." See Cal. Labor Code section 2802(a); see also 2802(c) where necessary is defined to include all "reasonable" costs. "The elements of a claim under Section 2802 are: (i) the employee made expenditures or incurred losses; (ii) the expenditures or losses were incurred in direct consequence of the employee's discharge of his or her duties, or obedience to the directions of the employer; and (iii) the expenditures or losses were reasonable and necessary." *Marr v. Bank of America*, 2011 U.S. Dist. LEXIS 24868 (N.D. March 8, 2011) (citing *Gattuso v. HarteHanks Shoppers, Inc*., 42 Cal.4th 554, 568 (2007).

45. In addition, to trigger an affirmative obligation to reimburse employees, the employer "'must either know or have reason to know that the employee has incurred [the] expense.'" *Id*. (citing *Stuart v. RadioShack Corp*., 641 F.Supp. 2d 901 (N.D.Cal. 2009). Where an employer has knowledge that employees are incurring a reimbursable expense, the employer must "exercise due diligence to ensure each employee is reimbursed." *Marr*, at *1.

46. The right of an employee to expense reimbursements is not waivable. See Cal. Labor Code sections 2804 and 219(a). Any contract to waive them is null and void. *Edwards v. Arthur Anderson*, 44 Cal. 4th 937, 951 (2008).

47. Furthermore, under Labor Code section 2802, employers must reimburse employees for all reasonable work-related expenses, regardless of whether or not the employees incurred any additional out-of-pocket expense from that work-related use. See, *Cochran v. Schwan's Home Service, Inc*., 228 Cal.App.4th 1137 (Cal. Aug. 12, 2014) ("We hold that when employees must use their personal cell phones for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited

minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”).

48. Thus, where employees are expected or mandated to use their internet at home for work, courts have held that they incurred home internet expenses in “direct consequence of the discharge of his or her duties” and were entitled to reimbursement. See *Aguilar v. Zep, Inc.,* 2014 US Dist LEXIS 120315, *54 (N.D.Cal. Aug. 27, 2014) (Hon. Edward Chen) (where outside sales reps used home internet and computers for work, and even admitted that they would have incurred the same expenses without work duties, the court nevertheless held that the employer was obligated to reimburse some reasonable portion of these expenses); see also *Ritchie v. Blue Shield of California*, 2014 WL 6982943, at *21 (N.D.Cal. Dec. 9, 2014) (Hon. Edward Chen) (certifying class of home office claims processors with 2802 phone reimbursement claims for landline reimbursements where company required claims processors working from home to have a landline, but rejecting certification of claims for home office supplies as individualized).

49. In short, Defendant’s policies and/or practices require and expect, and/or with Defendant’s knowledge thereof permit, Plaintiff and the aggrieved employees to pay for home office expenses incurred in direct consequence of discharging their duties on behalf of Defendant, without reimbursement by Defendant for such expenses. Defendant has maintained their policies and/or practices of denying reimbursement of a reasonable portion of Plaintiff’s and the aggrieved employees’ necessarily incurred home internet and other business expenses throughout California during the relevant time periods.

50. Defendant is aware or should have been aware that Plaintiff and the aggrieved employees regularly incur home office expenses in the discharge of their duties as employees by virtue of Defendant’s instructions to Plaintiff and the aggrieved employees to work from home during the PAGA Period. Defendant nevertheless has, during various periods of time before and during the PAGA Period, failed and refused to reimburse Plaintiff and the aggrieved employees for a reasonable portion of such home office expenses incurred by them in connection with their work.

51. Plaintiff and the Aggrieved Employees have been harmed by Defendant’s unlawful home office expense policies and/or practices in that they have not been reimbursed for certain home office expenses incurred while employed by Defendant in California, thereby diminishing their

agreed-upon compensation, in substantial amounts.

UNLAWFUL VACATION PAY PRACTICES

52. At all pertinent times during the applicable limitations period, Defendant has implemented a uniform policy to underpay exempt employees earned but unused vacation wages at the appropriate rate of pay.

53. Under California law, earned vacation time is considered wages, and vacation time is earned, or vests, as labor is performed. For example, if an employee is entitled to two weeks (10 work days) of vacation per year, after six months of work he or she will have earned five days of vacation. Vacation pay accrues (adds up) as it is earned, and cannot be forfeited, even upon termination of employment, regardless of the reason for the termination. (*Suastez v. Plastic Dress Up* (1982) 31 C3d 774). An employer can place a reasonable cap on vacation benefits that prevents an employee from earning vacation over a certain amount of hours. (*Boothby v. Atlas Mechanical* (1992) 6 Cal.App.4th 1595) And, unless otherwise stipulated by a collective bargaining agreement, upon termination of employment all earned and unused vacation must be paid to the employee at his or her final rate of pay. Labor Code Section 227.3.

54. In California, because paid vacation is a form of wages, it is earned as labor is performed. An employer's vacation plan may provide for the earning of vacation benefits on a day-by-day, by the week, by the pay period, or some other period basis. For example, an employer's policy may provide that an employee will earn a proportionate share of his or her annual vacation entitlement for each week of a calendar year in which the employee either works at least one full day or receives at least one full days' pay during such week. Thus, for example, if an employee is entitled to two weeks (10 work days) annual vacation, and works full-time, eight hours per day, 40 hours per week, in the above example for each week the employee works at least one full day, he or she will earn 1.538 hours of paid vacation. In contrast to how vacation pay may be earned, the calculation of vacation pay for terminating employees (a quit, discharge, death, end of contract, etc.) who have earned and accrued and unused vacation on the books at the time of termination must be prorated on a daily basis and must be paid at the final rate of pay in effect as of the date of the separation.

55. Under California law, unless otherwise stipulated by a collective bargaining

agreement, whenever the employment relationship ends, for any reason whatsoever, and the employee has not used all of his or her earned and accrued vacation, the employer must pay the employee at his or her final rate of pay for all of his or her earned and accrued and unused vacation days. Labor Code Section 227.3. Because paid vacation benefits are considered wages, such pay must be included in the employee's final paycheck.

56. Throughout the relevant time period, Defendants failed to properly track, record, calculate and/or pay Plaintiff's and other Aggrieved Employees' vacation wages. This violated Defendant's own policy and California law. As a result, Plaintiff and the other similarly situated Aggrieved Employees are entitled to receive the full amount of unpaid accrued vacation and any/all related civil penalties.

57. Throughout the relevant time period, Defendants failed to properly track, record, calculate and/or pay Plaintiff's and other Aggrieved Employees' vacation wages because the wage statements did not accurately display vacation time being accrued incrementally.

58. Plaintiff alleges that the Aggrieved Employees were subjected to violations of the Labor Code stemming from Defendant' failure to pay vested vacation at the "final rate" of pay pursuant to Labor Code § 227.3, as well as the corresponding failure to timely pay all wages due and owing upon separation of employment pursuant to Labor Code §§ 201 – 203.

59. Plaintiff alleges on information and belief that the Aggrieved Employees were subjected to the same policies, working conditions, and corresponding wage and hour violations to which Plaintiff was subjected during her employment.

60. At all relevant times, Defendant utilized a policy and practice through which Plaintiff and the Represented Employees accrued vacation and/or PTO hours (collectively, "vacation hours"). However, on the occasions when Plaintiff and the Aggrieved Employees had accrued but unused vacation hours upon separation of employment, Defendant failed to pay for these earned wages at the employee's "regular rate" of pay and/or at the employee's "final rate" as required by Labor Code § 227.3.

61. To illustrate, at the time of (and leading up to) Plaintiff's termination, Plaintiff was paid a base salary plus additional incentive compensation in the form of bonuses and similar pay.

However, despite that Plaintiff's "final rate" at the time of Plaintiff's termination was composed of Plaintiff's base salary plus any additional earned bonuses, Defendant paid Plaintiff's accrued and unused vacation at only the base hourly rate.

62. In addition, upon information and belief, Defendant's policy required that exempt employees be paid their final vacation wages at the employee's regular rate of pay and/or at the employee's final rate of pay. Thus, Defendant was required to pay exempt employees their accrued and unused vacation at a rate that included any and all additional compensation normally includable in an employee's regular rate and/or final rate of pay.

63. The Department of Labor Standards Enforcement ("DLSE") in an Opinion Letter dated January 28, 2003, entitled "Re: Waiting Time Penalties and Unused Vacation," the DLSE states with respect to an employee who earns a base salary and additional compensation during the year and where a contract of employment bases the vacation pay to be received by the employee on a calculation which includes the base salary and the bonuses, "the employee would, of course, be entitled to recover unused vacation pay based on the base salary "at the final rate" <u>and the bonus</u> based on the rate at which the bonus was calculated.

64. As a result, Plaintiff and the Aggrieved Employees did not receive compensation for all accrued but unused vacation hours at the "final rate" upon separation of employment – in violation of Labor Code § 227.3.

65. Additionally, because of the failure to pay vested vacation at the proper rate of pay, Defendant failed to pay all wages due and owing to Plaintiff and the Aggrieved Employees upon separation of employment, in violation of Labor Code §§ 201 – 203.

66. Plaintiff brings this lawsuit seeking declaratory, injunctive, and monetary relief against Defendant and each of them, on behalf of themselves and the Aggrieved Employees to recover, among other things, all unpaid wages, statutory penalties, attorneys' fees and costs pursuant to California Labor Code §§ 201 – 203 and 227.3, among possibly other sections inadvertently omitted. Plaintiff also reserves the right to name additional representatives throughout the State of California.

/ / /

67. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

68. On or about September 3, 2025, Plaintiff requested from Defendants copies of Plaintiff's personnel and payroll records, along with any signed documents, in accordance with California Labor Code §§ 226, 432, and 1198.5.

69. Pursuant to California Labor Code §§ 226, 432, and 1198.5, an employer is required to provide an employee, upon request, a copy of any document signed by the employee, the employee's personnel records, and the employee's payroll records.

70. Despite Plaintiff's request, Defendants willfully and knowingly failed to provide Plaintiff with copies of Plaintiff's personnel and/or payroll records within the time frame required by law.

71. As a direct and proximate result of Defendants' unlawful actions, Plaintiff suffered economic harm, including but not limited to the inability to verify wages, hours worked, and other employment-related information.

72. As a result of Defendants' intentional failure to comply with these Labor Code requirements and Plaintiff's resulting harm, Plaintiff is entitled to recover civil penalties, as well as costs and reasonable attorneys' fees as permitted by law.

73. Plaintiff requests relief as described below.

74. For over 50 years, California's courts and legislature have recognized that this State's wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not ordinary debts. Because of the economic position of the average worker and his or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that employees are promptly paid the minimum wages that the Legislature has required for employees. So fundamental are California's wage-and-hour laws that the Legislature has criminalized certain types of violations.

75. Plaintiff brings this action pursuant to PAGA and seeks to obtain all applicable relief for Defendants' violations, including all available relief under PAGA and the applicable Labor Code provisions or other law enforceable through PAGA.

UNLAWFUL WAITING TIME PAY PRACTICES

76. Upon information and belief, Defendant has a practice of, in certain circumstances, paying exempt employees for Waiting Time Penalties for delayed final payment at the employee's "base rate" of pay rather than the employee's "daily rate" of pay.

77. The DLSE's FAQ on the Waiting Time Penalty explains "how the daily rate of pay is calculated when two different types of wages are earned." In a case involving a salaried employee who also earned commissions, it states the fact finder must first determine the employee's monthly base salary and the employee's average monthly commission. The fact finder must then add the monthly base salary and the average monthly commission to determine the employee's average monthly wages. The average monthly wages are then multiplied by twelve months to arrive at an annual salary. The annual salary is then divided by fifty-two weeks to arrive at a weekly salary, which is then divided by five to arrive at a daily wage rate.

78. Similarly, in a DLSE Opinion Letter dated January 28, 2003, entitled "Re: Waiting Time Penalties and Unused Vacation," the DLSE states with respect to an employee who earns a base salary and additional compensation during the year, "that the California courts, if faced with the question, would conclude that a commission or bonus owed to the employee … must be included in the calculation" of the employee's Waiting Time Penalty.

79. Based on the DLSE's instructions regarding how to calculate the Waiting Time Penalty for employees who earn two different types of wages, it follows that salaried exempt employees who receive bonuses or other compensation during their employment in addition to any base salary would be entitled to receive a Waiting Time Penalty that incorporates <u>all</u> types of wages earned by the employee as a result of their efforts for the employer. Accordingly, any Waiting Time Penalties paid to exempt employees which do not include the exempt employee's total compensation, rather than merely the base rate of compensation, result in underpayment of the Waiting Time Penalty to the employee.

80. For over 50 years, California's courts and legislature have recognized that this State's wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are

not ordinary debts. Because of the economic position of the average worker and his or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that employees are promptly paid the minimum wages that the Legislature has required for employees. So fundamental are California's wage-and-hour laws that the Legislature has criminalized certain types of violations.

81. Plaintiff bring this action pursuant to PAGA and seeks to obtain all applicable relief for Defendant' violations, including all available relief under PAGA and the applicable Labor Code provisions or other law enforceable through PAGA. As a result of Defendant' unlawful conduct alleged herein, Defendant violated California Labor Code sections 201-203, 204, 204c, 206, 206.5, 207, 210**,** 226, 226(a)-(f), 226.3, 227.3, 558, 558.1, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198-1198.5, 2800, 2802, 2810.5, and all applicable Industrial Welfare Commission Wage Orders ("Wage Orders"), all applicable Wage Orders as well as interpretations of these laws by California courts and administrative bodies.

V. LEGAL CLAIMS

FIRST CAUSE OF ACTION

Retaliation in Violation of Labor Code § 1102.5

(By Plaintiff Against Defendant Prologis and Does 1-100)

82. Plaintiff incorporates by this reference each and every allegation contained in this pleading as if fully set forth herein.

83. Plaintiff claimed, protested, and complained about Defendants' unlawful practices and procedures of violating California and federal laws and regulations relating to, *inter alia*, safety concerns for import/export of materials. Plaintiff disclosed to a governmental agency information she reasonably believed revealed violations or non-compliance regarding mixed soil/crushed-concrete export and environmental health/safety risks; Water Board actions (including the affidavit request) followed her disclosure.

84. Defendants retaliated against Plaintiff for disclosing information to a person with authority over Plaintiff or another employee who had the authority to investigate, discover or correct what Plaintiff had reasonable cause to believe were violations of, or noncompliance with state and/or

other statute(s) or local, state, or other rule(s) or regulation(s), including, but not limited to laws prohibiting retaliation against employees who report unsafe and/or unlawful practices.

85. Plaintiff's disclosure and confirmatory test results were followed within weeks of her termination. This close timing, combined with management's knowledge and Plaintiff's strong performance, sufficiently pleads that protected activity was a contributing factor under Labor Code §1102.6, shifting the burden to Prologis to prove by clear and convincing evidence it would have made the same decision for legitimate, independent reasons.

86. Defendants' conduct violated the provisions of Labor Code Section 1102.5.

87. Defendants are also liable for a civil penalty not exceeding ten thousand dollars ($10,000) for each violation of Labor Code Section 1102.5.

88. As a proximate result of Defendants' wrongful acts, Plaintiff has been harmed in that Plaintiff has suffered actual, consequential, and incidental financial losses, including without limitation, termination of her employment, loss of wages and benefits, and the intangible loss of employment-related opportunities and damage to Plaintiff's professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest pursuant to Civil Code Sections 3287, 3288, and/or any other provision of law providing for prejudgment interest.

89. As a proximate result of Defendants' wrongful acts, Plaintiff has suffered and continues to suffer severe anxiety, worry, embarrassment, humiliation, shame, mental anguish, and emotional distress. Plaintiff is informed and believes and thereon alleges that Plaintiff will continue to experience said emotional suffering for a period in the future Plaintiff cannot presently ascertain, all in an amount subject to proof at the time of trial.

90. Pursuant to Labor Code Section 1102.5(j), "[t]he court is authorized to award reasonable attorney's fees to a plaintiff who brings a successful action for a violation of these provisions."

91. The above recited actions of Defendants were done with malice, fraud, and/or oppression and in reckless disregard of the rights of Plaintiff. Plaintiff is informed and believes and on that basis alleges that the acts taken towards Plaintiff were carried out by officers, directors, and/or

managing agents of defendants and/or with the ratification and approval of officers, directors, and/or managing agents of defendants in a malicious, oppressive, and fraudulent manner in order to harm Plaintiff, and/or with a willful and conscious disregard of Plaintiff's rights, thereby causing Plaintiff unjust hardship, humiliation, and/or emotional distress. Such conduct was despicable and justifies an award of punitive damages against defendants in an amount sufficient to punish and make an example of Defendants and to deter Defendants from engaging in such conduct again in the future, in an amount according to proof at time of trial.

92. Plaintiff requests relief as described below.

SECOND CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(By Plaintiff Against Defendant Prologis and Does 1-100)

93. Plaintiff incorporates by this reference each and every allegation contained in this pleading as if fully set forth herein.

94. Throughout all times relevant herein, Defendants engaged in a number of improper and unlawful employment practices including, but not limited to, approving various unsafe and unlawful practices, and refusing to correct unsafe and unlawful practices when notified about them.

95. Plaintiff complained to Defendants about all of these improper and unlawful employment practices, as well as several others, as alleged above.

96. In response to Plaintiff's complaints, Defendants failed to properly investigate and/or remediate these improper and unlawful employment practices and, in retaliation for Plaintiff's complaints, took several adverse employment actions against her and eventually terminated her employment.

97. Defendants' adverse employment actions and termination of Plaintiff's employment violated the public policy of the State of California against retaliation for voicing complaints of illegality, as set forth in Labor Code Section 1102.5. These provisions, among other California laws, establish that it is the policy of the State of California to safeguard the right of all Californians to seek and maintain employment in an environment free from retaliation and to be able to voice concerns about improper behavior at work without fear of retaliation.

98. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been harmed in that Plaintiff has suffered actual, consequential, and incidental financial losses, including without limitation, loss of salary and benefits, and the intangible loss of employment related opportunities and damage to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest pursuant to Civil Code Sections 3287, 3288, and/or any other provision of law providing for prejudgment interest.

99. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer severe anxiety, worry, embarrassment, humiliation, shame, mental anguish, and emotional distress. Plaintiff is informed and believes and thereon alleges that Plaintiff will continue to experience said emotional suffering for a period in the future Plaintiff cannot presently ascertain, all in an amount subject to proof at the time of trial.

100. The above recited wrongful acts of Defendants against Plaintiff were done with malice, fraud, and/or oppression and in reckless disregard of Plaintiff's rights. Plaintiff is informed and believes and on that basis alleges that the wrongful acts taken towards her were carried out by officers, directors, and/or managing agents of Defendants and/or with the ratification and approval of officers, directors, and/or managing agents of Defendants in a malicious, oppressive, and fraudulent manner in order to harm Plaintiff, and/or with a willful and conscious disregard of Plaintiff's rights, thereby causing her unjust hardship, humiliation, and/or emotional distress. Such conduct was despicable and justifies an award of punitive damages against Defendants in an amount sufficient to deter them from engaging in such conduct again in the future, in an amount according to proof at time of trial.

101. Plaintiff requests relief as described below.

<u>THIRD CAUSE OF ACTION</u>

Failure to Timely Pay Wages at End of Employment (Waiting Time Penalties)

(Labor Code §§ 201-203)

(By Plaintiff Against All Defendants and Does 1-100, inclusive)

102. Plaintiff incorporates by this reference each and every allegation contained in this pleading as if fully set forth herein.

103. Labor Code Section 201(a) provides, in relevant part: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

104. Labor Code Section 203(a) provides, in relevant part: "If an employer willfully fails to pay . . . any wages of an employee who is discharged" consistent with Section 201, i.e., promptly upon discharge, then "the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

105. Labor Code Section 208(a) provides, in relevant part: "Every employee who is discharged shall be paid at the place of discharge."

106. Defendants willfully failed to pay Plaintiff all compensation due upon termination of her employment as required by Labor Code Sections 201 and 203. Pursuant to Section 203, Plaintiff is now entitled to recover up to thirty (30) days of wages due to Defendants' willful failure to comply with the Labor Code, together with her reasonable attorneys' fees and costs.

107. Plaintiff requests relief as described below.

<u>FOURTH CAUSE OF ACTION</u>

Failure to Comply with Employee Wage Statement Requirements

(Wage Statement Violations) (Labor Code § 226)

(By Plaintiff Against All Defendants and Does 1-100)

108. Plaintiff incorporates by this reference each and every allegation contained in this pleading as if fully set forth herein.

109. Labor Code Section 226 requires employers semi-monthly or at the time of each payment of wages to furnish each employee with an itemized statement showing: "(1) gross wages earned, (2) total hours worked by the employee… (4) all deductions… (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and . . . the last four digits of his or her social security number . . . , (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

110. The applicable Wage Order, Section 7(B), requires the same statement to include "(1) all deductions, (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer."

111. Labor Code Section 226(e) provides that if an employer knowingly and intentionally fails to provide compliant wage statements, then the employee "is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees."

112. Defendants knowingly and intentionally failed to furnish Plaintiff with timely, itemized statements showing all information required under Labor Code Section 226(a) and the applicable Wage Order, Section 7(B). As a result, Defendants are liable to Plaintiff for the amounts provided for by Labor Code Section 226(e), including her actual damages, penalties, and reasonable and attorneys' fees.

113. Plaintiff requests relief as described below.

<u>FIFTH CAUSE OF ACTION</u>

Failure to Pay Vacation Time at the Appropriate Rate of Pay (Labor Code § 227.3)

(By Plaintiff Against Defendant Prologis and Does 1-100)

114. Plaintiff incorporates by this reference each and every allegation contained in this pleading as if fully set forth herein.

115. Labor Code Section 227 provides, in relevant part: "Whenever an employer has agreed with any employee to make payments to a . . . vacation plan, . . . it shall be unlawful for that employer willfully or with intent to defraud to fail to make the payments required by the terms of that agreement."

116. Labor Code Section 227.3 provides, in relevant part: "whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time

served."

117. Defendants violated Labor Code Sections 201 and 227.3 by failing to pay Plaintiff the vacation pay she had accrued at the time of her termination. As a result, Defendants are liable to Plaintiff for the unpaid and/or underpaid vacation wages, in addition to, waiting time penalties, together with reasonable attorneys' fees and costs, under Labor Code Section 203.

118. Plaintiff requests relief as described below.

SIXTH CAUSE OF ACTION

Failure to Reimburse Necessary Business Expenses (Labor Code §§ 2800, 2802)

(By Plaintiff Against Defendant Prologis and Does 1-100)

119. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

120. Labor Code Section 2802 requires an employer to reimburse employees for any work-related expenses.

121. While acting on the direct instructions of Defendants and discharging duties for Defendants, Plaintiff and/or other Aggrieved Employees incurred work-related expenses. Such expenses include but are not limited to fuel; tolls; vehicle repairs; vehicle depreciation; vehicle maintenance; vehicle insurance; other vehicle operating costs; home office equipment; internet and cellular phone and associated data costs.

122. Plaintiff and/or other Aggrieved Employees necessarily incurred these expenses and losses as a direct result of performing job duties for Defendants.

123. Defendants failed to indemnify or reimburse Plaintiff and/or other Aggrieved Employees for these expenditures and losses. By requiring Plaintiff and/or other Aggrieved Employees to pay expenses and cover losses that Plaintiff incurred in direct consequence of the discharge of Plaintiff's duties for Defendants and/or in obedience to Defendants' direction, Defendants violated the applicable IWC Wage Order and Labor Code Section 2802.

124. As a direct and proximate result of Defendants' conduct, Plaintiff is entitled to damages in the amount of Plaintiff's suffered substantial losses, as well as pre-judgment interest, costs, and attorneys' fees for the prosecution of this action.

125. Plaintiff requests relief as described below.

SEVENTH CAUSE OF ACTION

Failure to Maintain Accurate Employment Records (Labor Code § 226, 1198.5)

(By Plaintiff Against Defendant Prologis and Does 1-100)

126. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

127. Labor Code Section 1174 states, in pertinent part, that "[e]very person employee labor in this state shall . . . (c) Keep a record showing the names and addresses of all employees employed . . . [and] (d) Keep, at a central location in the state . . . or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to . . . employees employed at the respective . . . establishments. These records shall be kept . . . in a file for not less than three years. . . Likewise, Wage Order 5, Section 7 requires that "(A) [e]very employer shall keep accurate information with respect to each employee including the following: (1) the full name, home address, occupation and social security number (2) Birth date . . . (3) Time records showing when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked shall also be recorded . . . (5) Total hours worked in the payroll period and the applicable rates of pay. This information shall be made readily available to the employee upon reasonable request . . . ." In addition, Labor Code Section 353 also requires employers to keep accurate records of all gratuities or tips they receive, directly or indirectly, which may not be collected by "managers" or owners under Labor Code Section 351. Labor Code Section 1174.5 provides that "any person employing labor who willfully fails to maintain the records required under subdivision (c) of Section 1174 or accurate or complete records required by subdivision (d) of Section 1174 . . . shall be subject to a civil penalty of five hundred dollars ($500). Subdivision (d) of Section 1174.5 states that "[a]ny person, or officer or agent thereof, is guilty of a misdemeanor who fails to keep any of the records required by Section 1174.

128. For the reasons and bases noted here, Defendants have, among other things, willfully failed to keep, maintain, or provide adequate records regarding Plaintiff.

129. As a result of Defendants' violations of California Labor Code Sections 201-204, 206,

216, and 512, 1174, Defendants are liable to Plaintiff for any applicable penalties, together with reasonable attorneys' fees and costs, under the applicable Labor Code Sections.

130. Plaintiff requests relief as described below.

EIGHTH CAUSE OF ACTION

Violation of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, et seq.)

(By Plaintiff Against Defendant Prologis and Does 1-100, inclusive)

131. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

132. California Business & Professions Code Section 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

133. California Business & Professions Code Section 17204 allows any person acting "for the interests of itself, its members or the general public" to prosecute a civil action for violation of the UCL.

134. Beginning in or around the beginning of Plaintiff's employment, Defendants engaged in numerous unlawful, unethical, and unfair business practices, as described more fully above.

135. Defendants' violations of these laws were unlawful, unfair, and/or fraudulent predicate acts and practices for purposes of California Business and Professions Code Section 17200.

136. As a direct and proximate result of Defendants' unlawful, unfair, and/or fraudulent acts and practices described herein, Defendants received and continues to hold ill-gotten gains belonging to Plaintiff. As a direct and proximate result of Defendants' unlawful business practices, Plaintiff suffered economic injuries including, but not limited to, unreimbursed out-of-pocket business expenses, unpaid minimum wage, and unpaid vacation wages, among other things. Defendants have profited from these unlawful, unfair, and/or fraudulent acts and practices in the amount of those business expenses and compensation.

137. Plaintiff is entitled to restitution pursuant to California Business & Professions Code Sections 17203 and 17208 for all unpaid costs and interest.

138. Plaintiff is entitled to enforce all applicable penalty provisions of the California Labor Code pursuant to California Business & Professions Code Section 17202.

139. By all of the foregoing alleged conduct, Defendants has committed, and is continuing to commit, ongoing unlawful, unfair and fraudulent business practices within the meaning of California Business & Professions Code Sections 17200, *et seq*.

140. As a direct and proximate result of the unfair business practices described above, Plaintiff has suffered significant losses and Defendants have been unjustly enriched.

141. Pursuant to California Business & Professions Code Section 17203, Plaintiff is entitled to: (a) restitution of money acquired by Defendants by means of their unfair business practices; and (b) a declaration that Defendants' business practices are unfair and unlawful.

142. Plaintiff has assumed the responsibility of enforcement of the laws and lawful claims specified herein. There is a financial burden incurred in pursuing this action which is in the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to California Code of Civil Procedure Section 1021.5.

143. Plaintiff requests relief as described below.

NINTH CAUSE OF ACTION

Violation of California Labor Code § 2698 *et seq*.

(By Plaintiff Against All Defendants)

144. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

145. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

146. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal 4^{th} 969 (2009). Therefore, class certification of the PAGA claims is not required.

147. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision

of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

148. Plaintiff was employed by Defendants and the Labor Code violations alleged above were committed against Plaintiff during Plaintiff's time of employment. Plaintiff is therefore, an "aggrieved employee" under PAGA.

149. As set forth in detail above, during all times relevant to this Action, Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

(a) Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code §§ 201-203, 227.3.

(b) Failing to properly track, record, calculate and/or pay Plaintiff's, and other Aggrieved Employees', vacation wages at their "final rate" or "regular rate" of pay in violation of Labor Code § 227.3.

(c) Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.

(d) Failure to provide written notice of paid sick leave and supplemental sick paid sick leave in violation of Labor Code §§ 226, 246, and 1174.

(e) Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.

(f) Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

(g) Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

150. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendant for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

151. Plaintiff was compelled to retain the services of counsel to file this court action to protect Plaintiff's interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

152. Plaintiff may amend this complaint as a matter of right pursuant to California Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor Code §2699.3.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First through Eighth Causes of Action

1. All actual, consequential, and incidental financial losses, including but not limited to loss of earnings and benefits, according to proof, together with prejudgment interest pursuant to Civil Code Sections 3287 and/or 3288;

2. Emotional distress and general damages in a sum in excess of the jurisdictional minimum of the Superior Court;

3. Wages, civil penalties, and applicable statutory penalties;

4. Prejudgment and post-judgment interest;

5. Attorneys' fees and costs reasonably incurred pursuant to Labor Code Sections 218.5, 226(e), and 1102.5(j), Code of Civil Procedure Section 1021.5, and any other legal basis that allows

Plaintiff to recover her attorneys' fees and costs;

6. Punitive and/or exemplary damages, if allowed;

7. Equitable relief in the nature of declaratory relief and restitution of all monies due to Plaintiff, disgorgement of profits from Defendants' unlawful business practices, and an accounting; and

8. Such other and further relief that the Court deems proper.

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, and as a private attorney general act, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the Ninth Cause of Action

9. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

10. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 558.1, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes;

11. Wages, civil penalties, and applicable statutory penalties;

12. Pre-judgment and post-judgment interest;

13. Punitive and/or exemplary damages, if allowed;

14. Such other and further relief that the Court deems proper.

DATED: December 8, 2025 **WORRELL LAW FIRM, APC**

By: ______________________________

KYLE C. WORRELL
Attorneys for Plaintiff
MAGGIE H. XU

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all claims and causes of action so triable in this lawsuit.

DATED: December 8, 2025 **WORRELL LAW FIRM, APC**

By: ______________________________

KYLE C. WORRELL
Attorneys for Plaintiff
MAGGIE H. XU