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Re: *George P. Santos v. Rockwell Collins, Inc.*
Case No. LWDA-CM-971005-23
Notice of Intent to File Suit Pursuant to California Labor Code Section 2699

To whom it may concern:

This office, along with Falakassa Law, P.C., represents George Santos (hereinafter "Mr. Santos") and a group of aggrieved employees in a lawsuit against Rockwell Collins, Inc. and any of its affiliated entities ("Defendant"). The action, *Santos v. Rockwell Collins, Inc.*, is currently pending in the Superior Court of the State of California for the County of Alameda (the "Action").

A copy of the first amended complaint that will be submitted to the Action is enclosed as **Exhibit "A."** This letter incorporates by reference the facts, law, and allegations of Exhibit A.

This letter serves as a notice pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), codified in California Labor Code sections 2698 through 2699.6, that we intend to include representative claims in the Action for civil penalties under PAGA on behalf of a group of aggrieved employees. For the purposes of this letter, "Aggrieved Employees" is defined as *All individuals who are or were employed by Defendants as non-exempt employees in California from July 26, 2022, and continuing to the present.*

As outlined in more detail in the enclosed Exhibit A, Defendant violated its obligations to Plaintiff and the Aggrieved Employees under California law by its failure to pay minimum wages, failure to pay overtime wages, and/or failure to pay such wages at the correct rate(s) of pay, meal and rest break violations, failure to provide accurate itemized wage statements, failure to reimburse business expenses, failure to pay all wages upon separation of employment, failure to pay split shift premiums and reporting time pay, failure to reimburse business expenses, unfair and unlawful

business practices, and any violation or breach of the California Labor Code, California Wage Orders, or any other similar state or local statute, rule, regulation, ordinance, or authority.

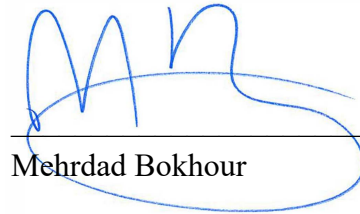
Because of these systemic violations, Defendant violated Labor Code §§ 201, 202, 203, 204, 206, 210, 226.8, 432, 512, 515, 558, 1174.5, 1182.12, 1194(a), 1197, 2753, 2800, 2802, 2698 *et seq.*, California Code of Regulations, Title 8, Division 1, Chapter 5, Group 2, Article 5, sections 11050(4)(C) and 11050(5)(A), and California Industrial Welfare Commission Wage Orders Wage Orders. The enclosed Complaint further details **(1)** the alleged violations; **(2)** the facts and theories supporting these violations; **(3)** the people and entities, dates, classifications, violations, events, and actions at issue; and **(4)** the illegal practices instituted by Defendant.

The enclosed first amended complaint and this correspondence provide notice that we intend to proceed with a claim for civil penalties in the Action pursuant to PAGA. (See Lab. Code, §§ 2698–2699.6.) We intend to fully prosecute the representative claims alleged in the first amended complaint, including obtaining civil penalties under PAGA.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

By:



Mehrdad Bokhour

EXHIBIT “A”

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Attorneys for Plaintiff and the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

GEORGE P. SANTOS, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

ROCKWELL COLLINS, INC., a Delaware
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 23CV039609

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY MINIMUM WAGES;
- (2) FAILURE TO PAY ALL OVERTIME
WAGES;
- (3) FAILURE TO PAY ALL SICK PAY
WAGES;
- (4) MEAL PERIOD VIOLATIONS;
- (5) REST PERIOD VIOLATIONS;
- (6) WAGE STATEMENT VIOLATIONS;
- (7) WAITING TIME PENALTIES;
- (8) FAILURE TO TIMELY PAY WAGES;
- (9) FAILURE TO REIMBURSE BUSINESS
EXPENSES;
- (10) FAILURE TO PAY SPLIT SHIFT
PREMIUMS;
- (11) FAILURE TO PAY REPORTING TIME
PAY
- (12) UNFAIR COMPETITION; and
- (13) PAGA PENALTIES

DEMAND FOR JURY TRIAL

1 Plaintiff George P. Santos (“Plaintiff”), on behalf of himself and all other similarly situated
2 non-exempt employees, alleges and complains of Defendant Rockwell Collins, Inc. (“Defendant”)
3 and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant is a global leader in aviation and high-integrity solutions for commercial
6 and military customers. As experts in flight deck avionics, cabin electronics, cabin interiors,
7 information management, mission communications, and simulation and training, the Company
8 offers a comprehensive portfolio of products and services.

9 2. Plaintiff brings this class action against Defendants for alleged violations of the
10 California Labor Code and Business and Professions Code.

11 3. As set forth below, Plaintiff alleges that Defendant failed to pay for all hours worked
12 due to its unlawful and uneven rounding policy/practice and failed to pay split shift premiums as well
13 as reporting time pay. Additionally, Plaintiff alleges that Defendants deprived Plaintiff and other non-
14 exempt employees of all overtime and sick pay wages. Moreover, Plaintiff alleges that Defendants’
15 meal and rest period policies and practices failed to provide him and all other similarly situated
16 employees with compliant meal and rest periods or pay premium pay at the “regular rate of pay” in
17 lieu thereof. Plaintiff further alleges that Defendants failed to reimburse for necessary business
18 expenses. Finally, Plaintiff alleges that Defendants failed to provide non-exempt employees with
19 accurate written itemized wage statements and failed to pay earned wages due and final wages in a
20 timely manner upon separation of employment.

21 4. Based on these alleged Labor Code violations, Plaintiff now brings this class and
22 PAGA representative action to recover unpaid wages, restitution, penalties, and other related relief
23 for himself and all others similarly situated.

24 **JURISDICTION AND VENUE**

25 5. This class action is brought pursuant to California Code of Civil Procedure § 382.

26 6. Plaintiff, on behalf of himself and all other similarly situated employees, hereby brings
27 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-
28 204, 210, 223, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199,

1 2800-2804, 2698 *et seq.*, among other, California Code of Regulations, Title 8, Division 1, Chapter
2 5, Group 2, Article 5, sections 11050(4)(C) and 11050(5)(A), and applicable Industrial Welfare
3 Commission Wage Orders (“Wage Orders”), in addition to seeking declaratory relief and restitution
4 pursuant to California Business and Professions Code § 17200, *et. seq.*

5 7. This Court has jurisdiction over Defendants’ violations of the California Labor Code
6 and applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional
7 minimum.

8 8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
9 §§ 395(a) and 395.5. Defendants own, maintain offices, transact business, have an agent or agents
10 within the County of Alameda, and/or otherwise are found within the County of Alameda, and
11 Defendants are within the jurisdiction of this Court for purposes of service of process.

12 **PARTIES**

13 9. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is
14 a California resident residing in the State of California. Defendants employed Plaintiff and other
15 similarly situated employees as non-exempt employees in County of Alameda.

16 10. Plaintiff is informed and believes and thereon alleges that Defendant is a California
17 corporation authorized and doing business in Alameda County, California, and is and/or was the legal
18 employer of Plaintiff and the Class Members during the applicable statutory periods.

19 11. Defendants’ policies and/or practices outlined herein have deprived Plaintiff and other
20 similarly situated non-exempt employees of the rights afforded to them by California Labor Code §§
21 201-204, 210, 223, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199,
22 2800-2804, 2698 *et seq.*, among others, California Code of Regulations, Title 8, Division 1, Chapter
23 5, Group 2, Article 5, sections 11050(4)(C) and 11050(5)(A), and California Business and Professions
24 Code § 17200 *et seq.*, and applicable Wage Order(s).

25 12. Plaintiff is informed and believes, and based thereon alleges, that during the four years
26 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
27 do) business in the State of California, County of Alameda. Defendants, each of them, own and/or
28 operate in Livermore, California.

13. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices alleged herein.

14. Plaintiff is informed, and believes, and thereon allege, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

15. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

COMMON FACTUAL ALLEGATIONS

16. Defendants are a leader in aviation and high-integrity solutions for commercial and military customers worldwide. As experts in flight deck avionics, cabin electronics, cabin interiors, information management, mission communications, and simulation and training, the Company offers a comprehensive portfolio of products and services.

17. Plaintiff and other non-exempt employees were employed as non-exempt employees in the Company's services throughout California. Specifically, Plaintiff worked as an Assembler

1 Technician for the Company out of its Livermore, California location. Plaintiff started working on or
2 around January 15, 2018, until his separation from employment on or about May 20, 2022. Plaintiff
3 and other non-exempt employees (including, but not limited to, technician, dispatcher, assembler
4 technicians, radio operator, and all other non-exempt positions) were responsible for all aspects of
5 the Defendants' business operations in Livermore and within California.

6 18. At all relevant times, Plaintiff and other non-exempt employees regularly worked
7 various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek.
8 Plaintiff alleges that other non-exempt employees were also subjected to the same policies,
9 procedures, practices, working conditions, and corresponding wage and hour violations to which she
10 was subjected during his employment.

11 19. First, at all relevant times, Defendants had a consistent practice of unevenly rounding
12 Plaintiff's and other non-exempt employees' time entries, failing to pay all hours worked. As a result
13 of this practice, Plaintiff and other non-exempt employees are not compensated for all the hours that
14 they work and all the overtime hours they work, which is in violation of Cal. Labor Code §§ 204,
15 210. 510, 1194, 1197.1, 1199, and applicable Wage Orders.

16 20. The Court in *See's Candy Shops v. Superior Court* (2012) 210 Cal.App.4th 889, 907,
17 held that rounding time policies can be lawful "if the rounding policy is fair and neutral on its face
18 and 'it is used in such a manner that it will not result, over a period of time, in failure to compensate
19 the employees properly for all the time they have actually worked,' (29 C.F.R. § 785.48; see DLSE
20 Manual, *supra*, §§ 47.1, 47.2)."

21 21. Here, Defendants' time recording practice is not neutral on its face or in the application
22 as Plaintiff and other non-exempt employees are subject to discipline, including discipline for being
23 tardy in reporting to work or returning from a meal or rest period. Moreover, because Defendants can
24 track the time worked by non-exempt employees to the minute, the practice exists not for the
25 convenience or benefit of the employees who are trying to report their time worked accurately but for
26 Defendants' benefit. As a result of the unlawful time recording practice, Plaintiff and other non-
27 exempt employees were not paid for all hours worked, including all minimum wages and overtime
28 wages for hours worked in excess of eight hours per shift.

1 22. As a result of the rounding practice, over a period of time, Plaintiff and other non-
2 exempt employees were also not properly paid for all hours worked, including overtime hours, in
3 violation of Labor Code §§ 204, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

4 23. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
5 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of
6 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
7 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
8 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
9 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
10 underpaid regardless of whether the initial violation was intentionally committed.

11 24. Labor Code § 510 requires an employer to compensate an employee who works more
12 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
13 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
14 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
15 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
16 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
17 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
18 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
19 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

20 25. As set forth above, Defendant failed to compensate Plaintiff and other non-exempt
21 employees for all hours worked, including all minimum and overtime wages, by failing to properly
22 record and pay non-exempt employees for all hours worked, including all minimum and overtime
23 wages in violations of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage
24 Orders.

25 26. Furthermore, in accordance with the IWC Wage Order, a split shift is "a work
26 schedule, which is interrupted by non-paid non-working periods established by the employer, other
27 than bona fide rest or meal periods." When an employer requires an employee to work a split shift,
28 the employer must pay the employee a split shift premium, which is one hour's pay at the state

1 minimum wage, or the local minimum wage if there is one, in addition to the employee's regular
2 earnings paid for that shift.

3 27. Here, Defendants failed to pay Plaintiff and other non-exempt employees one (1)
4 hour's pay at the minimum wage in addition to the minimum wage for the workday. This includes
5 numerous occasions where the total amount paid to Plaintiff and other non-exempt employees was
6 less than the minimum wage for all hours worked.

7 28. Specifically, Defendants did pay split shift premiums in violation of Wage Order
8 paragraph 4(C). Defendant routinely failed to pay employees working split shifts (i.e., work schedules
9 interrupted by non-paid non-working periods established by the employer, other than bona fide meal
10 periods) one hour's pay at the minimum wage in addition to the minimum wage for hours worked
11 that day. Plaintiff and other non-exempt employees are and were at times scheduled to work more
12 than one shift in the same day, with an unpaid, non-working break of longer than an hour between
13 each scheduled shift.

14 29. Likewise, at all relevant times, Plaintiff and other non-exempt employees were not
15 properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours per workday
16 and/or forty (40) hours per workweek. Although Plaintiff and other non-exempt employees regularly
17 worked overtime hours, they were also not compensated at one and one-half times their "regular rate
18 of pay" because Defendants failed to include all forms of compensation, including, but not limited
19 to, commissions, non-discretionary bonuses, shift differentials, incentive pay, and other forms of
20 remuneration when calculating the "regular rate of pay" used for payment of overtime wages.

21 30. Under the California Labor Code (as well as the FLSA), courts have consistently held
22 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
23 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
24 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
25 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
26 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California
27 and federal law on the grounds, that Defendant improperly calculated overtime by excluding annual
28 bonuses paid to employees from the "regular rate of compensation"].) see *Walling v. Youngerman-*

1 *Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. (“The regular rate by its very nature must reflect
2 all payments which the parties have agreed shall be received regularly during the workweek,
3 exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an actual fact.
4 Once the parties have decided upon the amount of wages and the mode of payment, the determination
5 of the regular rate becomes a matter of mathematical computation, the result of which is unaffected
6 by any designation of a contrary ‘regular rate’ in the contracts.”); see also 29 CFR §§ 778.110
7 (“production bonus”) and 778.111 (“piece-rate”).)

8 31. By their policy of requiring Plaintiff and the other non-exempt employees to work in
9 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
10 them at the lawful rate of one-half (1 1/2) their “regular rate of pay,” Defendants willfully violated
11 the provisions of Labor Code § 510 and the applicable Wage Orders.

12 32. Accordingly, to the extent permitted by law, Plaintiff and other non-exempt employees
13 are entitled to recover unpaid wages and penalties for violations of Labor Code §§ 204, 210, 510,
14 1197.1.

15 33. Similarly, at all relevant times, Defendants also failed in its obligation to provide
16 notice of paid sick time and accrual to Plaintiff and other non-exempt employees and also failed to
17 provide the legally required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b),
18 which requires that “[a]n employee who, on or after July 1, 2015, works in California for the same
19 employer for 30 or more days within a year from the commencement of employment is entitled to
20 paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning at the
21 commencement of employment.” Labor Code § 246(l)(1) provides that paid sick time for non-exempt
22 employees must be “calculated in the same manner as the regular rate of pay for the workweek in
23 which the employee uses paid sick time, whether or not the employee actually works overtime in that
24 workweek.”

25 34. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
26 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
27 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
28 requires employers to “provide an employee with written notice that sets forth the amount of paid

1 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
2 the employee's itemized wage statement described in Section 226 or in a separate writing provided
3 on the designated pay date with the employee's payment of wages."

4 35. Here, at all relevant times, Defendants failed in its obligation to provide Plaintiff and
5 other non-exempt employees the legally required paid sick days at the legal rate, including all forms
6 of compensation, pursuant to Labor Code §§ 246(a),(b). As such, Defendants paid sick time below
7 his base rate of pay, rather than the "regular rate of pay" as required by Labor Code §§ 246(l)(1-2).

8 36. Next, at all relevant times, Plaintiff and other non-exempt employees were denied
9 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
10 Defendants' uniform meal period policies/practices, operational requirements, and work demands,
11 Plaintiff and other non-exempt employees were often unable to take timely and uninterrupted 30-
12 minute first meal periods before the end of the fifth hour of work.

13 37. Further, when Plaintiff and other non-exempt employees worked more than 10.0 hours
14 in a shift, they were not always allowed and permitted to take a mandated second meal period before
15 the end of the tenth hour of work in violation of the Labor Code and applicable Wage Orders.

16 38. Additionally, for each missed or non-compliant meal period, Defendants failed to
17 maintain a mechanism by which non-exempt employees were paid meal period premiums at the
18 "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor
19 Code § 226.7. Accordingly, due to Defendants' uniform meal period practices, Plaintiff and other
20 non-exempt employees were also regularly denied legally compliant meal periods in violation of
21 Labor Code 226.7, 510, 516, and applicable IWC Wage Orders.

22 39. Moreover, at all relevant times, Plaintiff and other non-exempt employees were not
23 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
24 to Defendants' uniform rest period policies/practices, operational requirements and work demands.
25 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-
26 minute duty-free rest period for every major fraction of four hours worked. This includes a second
27 rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in
28

1 a workday. To the extent non-exempt were permitted allowed and permitted to take rest periods, the
2 rest periods were often cut short or interrupted for work reasons.

3 40. By not relieving all non-exempt employees of all duties during rest periods,
4 Defendants failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services,*
5 *Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve
6 employees of all duties and relinquish control over how employees spend their time.”]. In *Augustus*,
7 the California Supreme Court expressly rejected the employer’s assertion that it could provide an on-
8 duty rest period to employees who worked as security guards and further explained: “that employers
9 [must] relinquish any control over how employees spend their break time and relieve their employees
10 of all duties.” *Id.* at 273.

11 41. Each time Plaintiff and other non-exempt employees could not take a compliant rest
12 period, Defendants failed and failed to adequately pay rest period premium payments at the “regular
13 rate of pay” as required by Labor Code §§ 226.7 and 516.

14 42. Accordingly, due to Defendants’ uniform rest period policies/practices and work
15 demands, Plaintiff and other non-exempt employees were also regularly denied legally compliant rest
16 breaks in violation of Labor Code §§ 226.7, 512, 516, and applicable Wage Orders.

17 43. Furthermore, at all relevant times, Defendants required Plaintiff and other non-exempt
18 employees to incur necessary business expenses associated with using their personal cell phones for
19 work-related purposes but did not reimburse non-exempt employees adequately for these
20 expenditures required in violation of Labor Code §§ 2802-2804. (*See Cochran v. Schwan’s Home*
21 *Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144 “[i]f an employee is required to make work-related
22 calls on a personal cell phone, then he or she is incurring an expense for the purposes of section 2802.
23 It does not matter whether the phone bill is paid for by a third person or at all...To show liability under
24 section 2802, an employee needs only to show that he or she was required to use a personal cell phone
25 to make work-related calls, and he or she was not reimbursed”].)

26 44. Here, Defendants uniformly failed to reimburse Plaintiff and other non-exempt
27 employees for a reasonable portion of the cell phone bill and other necessary costs incurred in
28 discharging their duties for those non-exempt employees. Accordingly, due to Defendants’ uniform

1 failure to adequately reimburse for necessary business expenditures in violation of Labor Code §§
2 2800-2804 and applicable Wage Orders.

3 45. As a result of Defendants' failure to pay Plaintiff and other non-exempt employees for
4 all minimum wages, overtime wages, sick pay wages at the appropriate legal rate, and Defendants'
5 failure to pay for meal and rest period premiums at the "regular rate of pay," Defendants issued wage
6 statements which failed to identify the gross wages earned accurately, the total hours worked, the net
7 wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation
8 of Labor Code § 226(a)(1, 2, 5, and 9).

9 46. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of
10 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
11 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
12 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
13 deduction statement or fails to keep the required in subdivision (a) of Section 226."

14 47. Thus, for the violations of Labor Code § 226 described above, Plaintiff and other non-
15 exempt employees may also recover Labor Code § 226.3 penalties for Defendants' violations of
16 Labor Code § 226(a).

17 48. Labor Code section 204 expressly requires employers who pay employees on a
18 weekly, biweekly, or semimonthly basis to pay all wages "not more than seven
19 calendar days following the close of the payroll period." Labor Code section 210,
20 subdivision (a), makes employers who violate Labor Code section 204 subject to a
21 penalty of:

22 "(1) For any initial violation, one hundred dollars (\$100) for each failure to pay
23 each employee.

24 "(2) For each subsequent violation, or any willful or intentional violation, two
25 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
26 amount unlawfully withheld." (Lab. Code, § 210, subd. (a).)

1 49. Notably, the penalty provided by Labor Code section 210 is “[i]n addition to, and
2 entirely independent and apart from, any other penalty provided in this article”
3 (Lab. Code, § 210, subd. (a).)

4 50. Due to Defendants’ failure to pay the Class Members and the Aggrieved Employees
5 the wages described above, along with rest and meal break premiums, Defendants
6 failed to timely pay the Class Members and the Aggrieved Employees within seven
7 calendar days following the close of payroll in accordance with Labor Code section
8 204 on a regular and consistent basis.

9 51. As a further result of Defendants’ failure to pay all minimum and overtime wages,
10 sick pay and split shift premiums and reporting time pay, and meal and rest period premiums at the
11 “regular rate of pay,” Defendants also failed to pay the non-exempt employees all wages owed at
12 their time of separation from employment in violation of Labor Code §§ 201-203.

13 **CLASS ACTION ALLEGATIONS**

14 52. Plaintiff brings this action on behalf of himself and the following Classes pursuant to
15 § 382 of the Code of Civil Procedure:

16 All non-exempt employees who work or worked for Defendants in
17 California during the four years immediately preceding the filing of
the Complaint through the date of trial. (“Class”);

18 All non-exempt employees who worked for Defendants in California
19 and who worked overtime hours during at least one shift during the
20 four years immediately preceding the filing of the Complaint through
the date of trial. (“Overtime Subclass”);

21 All non-exempt employees who work or worked for Defendants in
22 California during one year immediately preceding the filing of the
Complaint through the date of trial. (“Wage Statement Subclass”)

23 All non-exempt delivery driver employees who work or worked for
24 Defendants in California, and who left their employ during the three
25 years immediately preceding the filing of the Complaint through the
date of trial. (“Waiting Time Penalty Subclass”)

26 (collectively “the Classes”)
27
28

1 53. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
3 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
4 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
5 Defendants' employment and payroll records.

6 54. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
7 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
8 employees, which predominate over questions affecting only individual members including, without
9 limitation to:

10 1. Whether Defendants failed to pay minimum and overtime wages at the appropriate
11 legal rate to members of the Classes;

12 2. Whether Defendants failed to pay sick pay at the appropriate legal rate to members
13 of the Classes;

14 3. Whether Defendants provided legally compliant meal and rest periods or proper
15 compensation at the "regular rate of pay" in lieu thereof to members of the Classes;

16 4. Whether Defendants furnished legally compliant wage statements to members of the
17 Classes pursuant to Labor Code § 226(a);

18 5. Whether the timing and amount of payment of final wages to members of the Class
19 at the time of separation from employment were unlawful;

20 6. Whether Defendant properly reimbursed the Class for all necessary business
21 expenditures; and

22 7. Whether Defendant violated the Labor Code and IWC Wage Order No. 7 by failing
23 to split shift premium to Plaintiff and the Class.

24 55. **Predominance of Common Questions:** Common questions of law and fact
25 predominate over questions that affect only individual members of the Classes. The common
26 questions of law set forth above are numerous and substantial and stem from Defendants' policies
27 and/or practices applicable to each individual class member, such as Defendants' policy/practice of
28 failing to pay minimum, overtime and sick pay at the appropriate premium rate, Defendants' uniform

1 policy of failing to provide compliant meal and rest periods or adequate compensation in lieu thereof,
2 and Defendants' resulting failure to provide accurate itemized wage statements, and to pay for all
3 wages due upon separation of employment. As such, the common questions predominate over
4 individual questions concerning each class member's showing as to his or her eligibility for recovery
5 or the amount of his or her damages.

6 56. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
7 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
8 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
9 Plaintiff, like the members of the Classes, was deprived of all overtime wages and sick pay wages,
10 was deprived of meal and rest period premium wages at the "regular rate of pay," was subject to
11 Defendants' uniform policies/practices, was not provided accurate itemized wage statements, and
12 was not paid all wages owed at the time of her separation of employment.

13 57. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
14 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
15 attorneys are ready, willing, and able to represent the members of the Classes fully and adequately.
16 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
17 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
18 members of the Classes.

19 58. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
20 important public interest in establishing minimum working conditions and standards in California.
21 These laws and labor standards protect the average working employee from exploitation by
22 employers who have the responsibility to follow the laws and who may seek to take advantage of
23 superior economic and bargaining power in setting onerous terms and conditions of employment. The
24 nature of this action and the format of laws available to Plaintiff and members of the Classes make
25 the class action format a particularly efficient and appropriate procedure to redress the violations
26 alleged herein. If each employee were required to file an individual lawsuit, Defendants would
27 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the
28 limited resources of each individual plaintiff with their vastly superior financial and legal resources.

59. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 37 are maintainable as Classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANT)

60. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

61. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

62. At all relevant times herein, Defendant failed to conform their pay practices to the requirements of the law. This unlawful conduct includes, but is not limited to, Defendants' uniform and unlawful rounding policy/practice, which resulted in these individuals not being paid for all hours they were actually suffered or permitted to work. Accordingly, Plaintiff and members of the Classes

1 were not compensated for all hours worked, including all hours they were subject to the control of
2 Defendant and/or suffered or permitted to work under the Labor Code and applicable Wage Orders.

3 63. Labor Code § 1198 makes the employment of an employee unlawful under
4 conditions that the Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a)
5 provide that an employer who has failed to pay its employees the legal minimum wage is liable to
6 pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
7 amount equal to the wages due and interest thereon.

8 64. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
9 Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages
10 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
11 statutory damages and penalties and other appropriate relief as a result of Defendant violations of the
12 Labor Code and applicable Wage Orders.

13 65. Defendants' practice and uniform administration of corporate policy regarding
14 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
15 members of the Classes in a civil action for the unpaid amount of minimum wages, liquidated
16 damages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according
17 to Labor Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY ALL OVERTIME WAGES**

20 **(AGAINST ALL DEFENDANTS)**

21 66. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 67. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and
23 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours
24 worked and provide a private right of action for the failure to pay all overtime compensation for
25 overtime work performed.

26 68. At all times relevant herein, Defendants were required to properly pay Plaintiff and
27 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
28 § 1194 and the applicable Wage Orders.

69. Section 3 of the applicable Wage Order requires an employer to pay an employee “one and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek. The same section also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek.

70. Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to, Defendants' uniform and unlawful policy/practice of failing to include all forms of compensation in calculating the "regular rate of pay," which resulted in the Classes not being paid all overtime wages owed.

71. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

FAILURE TO PAY ALL SICK TIME

(AGAINST ALL DEFENDANTS)

72. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

73. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199, which provide that non-exempt employees are entitled to have their sick time paid at the “regular rate of pay”, including all forms of compensation/remuneration.

74. At all times relevant herein, Defendants were required to provide notice of paid sick time and accrual and to properly pay Plaintiff and members of the Class for all accrued sick leave taken, pursuant to California Labor Code § 246.

75. Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful policy/practice of failing to provide notice of paid sick leave and accrual and to include all forms of

1 compensation, including but not limited to shift differentials, non-discretionary bonuses, and other
2 forms of remuneration into the calculation of the “regular rate of pay,” which resulted in Plaintiff and
3 the Classes not being paid all sick time wages owed.

4 76. The foregoing policies and practices are unlawful and create an entitlement to
5 recovery by Plaintiff and the members of the Classes in a civil action for the unpaid amount of sick
6 time wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit according
7 to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, the applicable Wage Orders, and Code of Civil
8 Procedure § 1021.5.

9 **FOURTH CAUSE OF ACTION**

10 **MEAL PERIOD VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

12 77. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

13 78. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
14 in their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff
15 and members of the Class, with all required meal periods in accordance with the mandates of the
16 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
17 Allegations section of this Complaint. Despite Defendants’ violations, Defendants have not paid an
18 additional hour of pay at the “regular rate of pay” to Plaintiff and members of the Class at their
19 respective regular rates of pay for each violation, in accordance with California Labor Code § 226.7.

20 79. As a result, Defendants are responsible for paying premium compensation for meal
21 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
22 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

23 **FIFTH CAUSE OF ACTION**

24 **REST PERIOD VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

26 80. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

81. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

82. Due to their unlawful rest period policy and practices, Defendants did not authorize and permit Plaintiff and members of the Class to take code-compliant rest periods to which they were legally entitled, including, but not limited to, failing to relieve employees of all duties and relinquishing all control over employees during their rest periods. Despite Defendants' violations, Defendants have not paid an additional hour of pay at the "regular rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay for each violation, in accordance with California Labor Code § 226.7.

83. The foregoing violations create an entitlement by Plaintiff and members of the Class to recovery in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

84. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

85. Labor Code 226(a) states in pertinent part the following:

“(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision

1 (b) of Section 1682, the name and address of the legal entity that secured the services
2 of the employer, and (9) all applicable hourly rates in effect during the pay period
3 and the corresponding number of hours worked at each hourly rate by the
employee.”

4 86. As set forth above, during the Class Period, Defendants issued and continue to issue
5 wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass,
6 which are inadequate under Labor Code Section 226(a).

7 87. As a result of Defendants’ failure to pay Plaintiff and the Wage Statement Subclass
8 for all overtime and sick pay wages at the appropriate legal rate, and missed meal and rest period
9 premiums at the “regular rate of pay,” Defendants failed to include required information on Plaintiff
10 and the Classes’ wage statements, including, but not limited to, the gross wages earned, the net wages
11 earned in violation of Labor Code section 226(a)(1, 2, 5, 9).

12 88. Defendants’ failure to comply with section 226(a) of the Labor Code was knowing and
13 intentional.

14 89. As a result of Defendants’ issuance of inaccurate itemized wage statements to Plaintiff
15 and members of the Wage Statement Subclass in violation of section 226(a) of the California
16 Labor Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an
17 initial penalty of \$50 and subsequent penalties of \$100, up to an amount not exceeding an aggregate
18 penalty of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from
19 Defendants pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys’ fees.

20 **SEVENTH CAUSE OF ACTION**

21 **WAITING TIME PENALTIES**

22 **(AGAINST ALL DEFENDANTS)**

23 90. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 91. The actionable period for this cause of action is three years prior to the filing of this
25 Complaint through the present and continues until the violations are corrected or the class is certified.

26 92. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and
27 owing to Plaintiff and the Waiting Time Penalty Subclass during the actionable period for this cause
28 of action at or around the time their employment is terminated or ended.

1 93. Labor Code § 203 provides that if an employer willfully fails to pay compensation
2 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, then the
3 employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

4 94. Defendants willfully failed to pay Plaintiff and the members of the Waiting Time
5 Penalty Subclass for all overtime and sick pay wages and their meal and rest period premiums at the
6 “regular rate of pay” prior to or upon termination or separation from employment with Defendants as
7 required by Labor Code §§ 201 and 202.

8 95. As a result, Defendants are liable to Plaintiff and the Waiting Time Penalty Subclass
9 for waiting time penalties amounting to thirty (30) days wages for Plaintiff and the Classes pursuant
10 to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any wages due upon termination
11 entitles an employee to recover waiting time penalties).

12 **EIGHTH CAUSE OF ACTION**
13 **FAILURE TO TIMELY PAY WAGES**
14 **(AGAINST ALL DEFENDANTS)**

15 96. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 97. Labor Code section 204 expressly requires employers who pay employees on a
17 weekly, biweekly, or semimonthly basis to pay all wages “not more than seven
18 calendar days following the close of the payroll period.” Labor Code section 210,
19 subdivision (a), makes employers who violate Labor Code section 204 subject to a
20 penalty of:

21 “(1) For any initial violation, one hundred dollars (\$100) for each failure to pay
22 each employee.

23 “(2) For each subsequent violation, or any willful or intentional violation, two
24 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
25 amount unlawfully withheld.” (Lab. Code, § 210, subd.(a).)

26 98. Notably, the penalty provided by Labor Code section 210 is “[i]n addition to, and
27 entirely independent and apart from, any other penalty provided in this article”
28 (Lab. Code, § 210, subd.(a).)

1 99. As described above, Defendants failed to timely pay the Class Members within seven
2 calendar days following the close of the weekly payroll in accordance with Labor
3 Code section § 204 on a regular and consistent basis, and therefore, Plaintiff and
4 members of the Class are entitled to penalties pursuant to Labor Code section 210(a).

5 **NINTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

7 **(AGAINST ALL DEFENDANTS)**

8 100. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 101. Labor Code § 2802(a) states in pertinent part the following:

10 “(a) An employer shall indemnify his or her employee for all necessary
11 expenditures or losses incurred by the employee in direct consequence of
12 the discharge of his or her duties, or of his or her obedience to the directions
13 of the employer, even though unlawful, unless the employee, at the time of
 obeying the directions, believed them to be unlawful.”

14 102. As set forth above, Plaintiff and members of the Class must be compensated for all
15 necessary business expenditures, including, but not limited to, costs associated with driving their
16 personal vehicles and personal cell phones for work-related purposes and other business expenses
17 necessarily incurred in the discharge of their duties. (See *Cochran v. Schwan’s Home Service, Inc.*
18 (2014) 228 Cal.App.4th 1137 (“We hold that when employees must use their personal cell phones
19 for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether
20 the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement
21 owed is a reasonable percentage of their cell phone bills.”); *Aguilar v. Zep, Inc.*, 2014 WL 4245988
22 *17 (N.D. Cal. 2014) (granting Plaintiff’s motion for partial summary judgment on Plaintiff’s cell
23 phone reimbursement claim); *Ritchie v. Blue Shield of California*, 2014 WL 6982943, at *21 (N.D.
24 Cal. 2014) (certifying class of cell phone reimbursement claim and adopting the logic of *Cochran*).

25 103. At all relevant times, by failing to reimburse Plaintiff and the Class for all necessary
26 business expenditures, Defendant has failed to comply with Labor Code § 2802 and the applicable
27 Wage Orders.

28 104. Plaintiff and the Class seek costs and reasonable attorneys’ fees in accordance with

1 Labor Code § 2802.

2 **TENTH CAUSE OF ACTION**

3 **FAILURE TO PAY SPLIT SHIFT PREMIUMS**

4 **(AGAINST ALL DEFENDANTS)**

5 105. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 106. Paragraph 2(R) of the applicable Wage Order defines “split shift” as a work
7 schedule which is interrupted by non-paid non-working periods established by the employer, other
8 than bona fide rest or meal periods.” Paragraph 4(C) requires that “[w]hen an employee works a split
9 shift, one hour’s pay at the minimum wage shall be paid in addition to the minimum wage for that
10 workday. California Code of Regulations Title 8, Division 1, Chapter 5, Group 2, Article 5,
11 11050(4)(C) provides that an employee works a “split shift”, one (1) hour’s pay at the State or local
12 minimum wage (whichever is greater) must be paid in addition to the minimum wage for that
13 workday.

14 107. Specifically, Defendant did not pay split shift premiums in violation of Wage Order
15 paragraph 4(C). Defendant routinely failed to pay employees working split shifts (*i.e.*, work schedules
16 interrupted by non-paid non-working periods established by the employer, other than bona fide meal
17 periods) one hour’s pay at the minimum wage in addition to the minimum wage for hours worked
18 that day. Plaintiff and other non-exempt employees are and were at times scheduled to work more
19 than one shift on the same day, with an unpaid, non-working break of longer than an hour between
20 the shifts.

21 108. As a result of the wrongful and unlawful acts of Defendant alleged herein, Plaintiff
22 and the Class members have been deprived of split shift premium pay in amounts to be determined
23 and are entitled to recovery of said amounts according to proof, interest thereon, injunctive relief,
24 attorneys’ fees, and costs.

25 **ELEVENTH CAUSE OF ACTION**

26 **FAILURE TO PAY REPORTING TIME PAY**

27 **(AGAINST ALL DEFENDANTS)**

28 109. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 110. California Code of Regulations, Title 8, Division 1, Chapter 5, Group 2, Article 5,
2 section 11050(5)(A) provides that for each workday when an employee is required to and does in fact
3 report to work, but is either not put to work or is furnished less than half of said employee's usual
4 scheduled day's work, that employee should be paid for no less than half, and in no event less than
5 two (2) hours, of the employee's regular rate of pay.

6 111. Throughout Plaintiff's and the putative class members' employment, they were told
7 by Defendants to report to work and was either not put to work or was furnished less than half of their
8 usual scheduled day's work.

9 112. Defendants routinely failed to pay the required reporting time wages to Plaintiff and
10 the putative class members for each of these instances.

11 113. Pursuant to the foregoing, Plaintiff and the putative class members are entitled to all
12 wages wrongfully withheld, civil penalties, attorney's fees, costs, and interest thereon, pursuant to
13 Labor Code sections 1197.1 and/or any and all other applicable law.

14 **TWELFTH CAUSE OF ACTION**

15 **UNFAIR COMPETITION**

16 **(AGAINST ALL DEFENDANTS)**

17 114. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18 115. Defendants have engaged and continue to engage in unfair and/or unlawful business
19 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
20 failing to pay all overtime and sick pay wages at the appropriate legal rate, by failing to provide all
21 legally required meal and rest periods or pay premium payments at the "regular rate of pay" in lieu
22 thereof, by failing to provide accurate itemized wage statements, by failing to reimburse for necessary
23 business expenses, and by failing to pay all earned wages at the time of separation from employment.

24 116. Defendants' utilization of these unfair and/or unlawful business practices deprived
25 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
26 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
27 Defendants' competitors who have been and/or are currently employing workers and attempting to
28 do so in honest compliance with applicable wage and hour laws.

1 117. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
2 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
3 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
4 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

5 118. The acts complained of herein occurred within the last four years immediately
6 preceding the filing of the Complaint in this action.

7 119. Plaintiff was compelled to retain the services of counsel to file this court action to
8 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
9 Defendants' current hourly non-exempt employees, and to enforce important rights affecting the
10 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
11 he is entitled to recover under Code of Civil Procedure § 1021.5.

12 **THIRTEENTH CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT**

14 **(AGAINST ALL DEFENDANTS)**

15 120. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 121. Defendants have committed several Labor Code violations against Plaintiff and other
17 similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
18 § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this PAGA
19 representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly
20 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
21 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each
22 subsequent violation per employee per pay period for those violations of the Labor Code for which
23 no civil penalty is specifically provided based on the following Labor Code violations:

24 a) Failing to pay Plaintiff and other similarly Aggrieved Employees all minimum,
25 overtime and sick pay wages at the appropriate premium rates in violation of Labor Code §§ 246,
26 510, 1194, 1197;

27 b) Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their
28 statutorily mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;

1 c) Failing to authorize and permit Plaintiff and other similarly Aggrieved employees
2 with all of their statutorily mandated rest periods in violation of Labor Code §§ 226.7 and 516;

3 d) Failing to furnish Plaintiff and other similarly situated employees with complete,
4 accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;

5 e) Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203
6 and applicable Wage Orders;

7 f) Failing to reimburse Plaintiff and other aggrieved employees with all necessary
8 business expenditures in violation of Labor Code §§ 2800-2804 and applicable Wage Orders;

9 g) Failure to provide Plaintiff and other aggrieved employees with split shift premiums
10 in violation of the applicable Wage Orders and California Code of Regulations Title 8, Division 1,
11 Chapter 5, Group 2, Article 5, 11050(4)(C); and

12 h) Failure to provide Plaintiff and other aggrieved employees with reporting time pay in
13 violation of the applicable Wage Orders and California Code of Regulations, Title 8, Division 1,
14 Chapter 5, Group 2, Article 5, section 11050(5)(A).

15 122. On or about July 26, 2023, Plaintiff notified Defendant Rockwell Collins, Inc. and the
16 California Labor and Workforce Development Agency (“LWDA”) via email of Defendants’
17 violations of the California Labor Code § 2698 *et seq.*, with respect to violations of the California
18 Labor Code identified in Paragraph 121 (a)-(e). Now that sixty-five days have passed since Plaintiff
19 notified Defendants of these violations, Plaintiff has exhausted his administrative requirements for
20 bringing a claim under the Private Attorneys General Act with respect to these violations. On or
21 about September 16, 2024, Plaintiff submitted a supplemental LWDA letter with respect to violations
22 of the California Labor Code identified in Paragraph 121 (a)-(h).

23 123. Plaintiff was compelled to retain the services of counsel to file this court action to
24 protect his interests and the interests of similarly aggrieved employees and to assess and collect the
25 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys’ fees and costs, which he
26 is entitled to receive under California Labor Code § 2698 *et seq.*

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment for himself and all others on whose behalf this
3 suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First and Second Cause of Action for compensatory, consequential,
8 general, and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194,
9 1197, 1197.1, and 1198 and reasonable attorneys' fees and costs;
- 10 5. Upon the Third Cause of Action, payment of all unpaid sick pay wages and
11 penalties according to proof pursuant to Labor Code § 246 *et seq.*, and for reasonable attorneys' fees
12 and costs;
- 13 6. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
14 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 15 7. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
16 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 17 8. Upon the Sixth Cause of Action, penalties pursuant to Labor Code § 226(a), and
18 reasonable costs and attorney's fees;
- 19 9. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to
20 Labor Code §§ 201-203;
- 21 10. Upon the Eighth Cause of Action, for compensatory, consequential, general, and
22 special damages according to proof pursuant to Labor Code §§ 204 and 210;
- 23 11. Upon the Ninth Cause of Action, unreimbursed expenses and attorneys' fees and
24 costs pursuant to Labor Code § 2802-2804;
- 25 12. Upon the Tenth Cause of Action, for compensatory damages in the amount of the
26 split shift premiums owed to Plaintiff and the Class, as may be proven;
- 27 13. Upon the Eleventh Cause of Action, for compensatory damages in the amount of
28 the reporting pay time owed to Plaintiff and the Class, as may be proven

1 14. Upon the Twelfth Cause of Action, for restitution to Plaintiff and members of the
2 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
3 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq*;

4 15. Upon the Thirteenth Cause of Action, for civil penalties due to Plaintiff, other
5 similarly Aggrieved Employees, and the State of California according to proof pursuant to Labor
6 Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and \$200 for
7 each subsequent violation per employee per pay period for those violations of the Labor Code for
8 which no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys'
9 fees and costs;

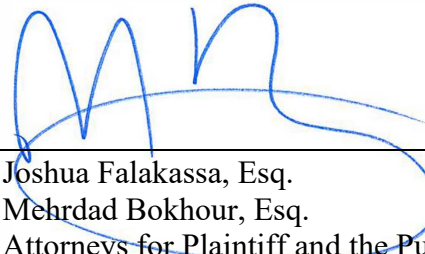
10 16. Prejudgment interest on all due and unpaid wages pursuant to California Labor
11 Code § 218.6 and Civil Code §§ 3287 and 3289;

12 17. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
13 218.5, 226, and Code of Civil Procedure § 1021.5; and

14 18. For such other relief that the Court may deem just and proper.

15
16 Dated: September 16, 2024

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

17
18
19 By: 

20 Joshua Falakassa, Esq.
21 Mehrdad Bokhour, Esq.
22 Attorneys for Plaintiff and the Putative Classes
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