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Attorneys for Plaintiff JONATHAN FAUSTO, on
behalf of himself and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

JONATHAN FAUSTO, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

LINEAGE LOGISTICS SERVICES, LLC, a
Delaware Limited Liability Company; and DOES
1 to 10, inclusive,

Defendant.

CASE NO.

CLASS ACTION COMPLAINT FOR:

1. **Unlawful Misclassification of Non-Exempt Employees as Exempt Employees in Violation of California *Labor Code* § 515;**
2. **Failure to Pay Overtime Wages in Violation of Labor Code §§ 510 and 1198;**
3. **Failure to pay all Wages and Minimum Wages in Violation of Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198;**
4. **Failure to Provide Compliant Meal Periods in Violation of Labor Code §§ 226.7, 512, 516 and 1198;**
5. **Failure to Provide Compliant Rest Periods in Violation of Labor Code §§ 226.7, 516, and 1198;**
6. **Failure to Timely Pay Wages During Employment in Violation of Labor Code § 204;**
7. **Failure to Furnish Accurate, Itemized Wage Statements in Violation of Labor Code § 226(a) and Failure to Maintain Accurate Records in Violation of Labor Code § 1174.5;**
8. **Violations of Business & Professions Code § 17200 et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff, JONATHAN FAUSTO (hereinafter “Plaintiff”) hereby submits his Complaint against
2 Defendant LINEAGE LOGISTICS SERVICES, LLC, a Delaware Limited Liability Company; and
3 DOES 1 to 10, inclusive, (hereinafter referred to as “Defendant”) on behalf of himself and the class of
4 all other similarly situated current and former employees of Defendant as follows:

5 **NATURE OF THE CASE**

6 1. This is a class action brought pursuant to California *Code of Civil Procedure* § 382,
7 challenging Defendant’s systemic illegal employment practices resulting in violations of California
8 *Labor Code* §§ 204, 221, 223, 226(a), 226.7, 510, 512, 515, 516, 1174.5, 1182, 1194, 1197, 1198,
9 California *Business & Professions Code* § 17200, et seq. (“Unfair Competition Law”); and the
10 applicable Industrial Welfare Commission (“IWC”) Wage Orders.

11 2. Plaintiff seeks relief on behalf of himself and members of the Plaintiff Class as a result of
12 employment policies, practices, and procedures more specifically described below, which violate the
13 California *Labor Code*, and the orders and standards promulgated by the California Department of
14 Industrial Relations, Industrial Welfare Commission, Division of Labor Standards, and which have
15 resulted in the failure of Defendant to pay Plaintiff and members of the Plaintiff Class all wages due to
16 them. Said employment policies, practices, and procedures are generally described as follows:

- 17 a. Failure to Correctly Classify Employees as “Non-Exempt” Employees;
18 b. Failure to Pay Employees for All Overtime;
19 c. Failure to Pay Employees for All Hours Worked;
20 d. Failure to Provide Employees with Compliant Meal Periods;
21 e. Failure to Provide Employees with Compliant Rest Periods;
22 f. Failure to Timely Pay Wages During Employment; and,
23 g. Failure to Provide Employees and Aggrieved Employees with Accurate, Itemized Wage
24 Statements and Failed to Maintain Accurate Records;

25 3. This scheme involved, *inter alia*, misclassifying “warehouse supervisors” including
26 Plaintiff as “exempt” managerial/administrative employees for purposes of the payment of overtime
27 compensation when, in fact, he was a “non-exempt” non-managerial employee according to California
28 law.

4. At all times relevant herein, on information and belief, Defendant, Lineage Logistics Services, LLC; and DOES 1 to 10, is a warehousing and logistics company that provides services such as food processing and manufacturing, cold chain solutions, transportation services, and warehousing solutions of various types.

5. Defendant has maintained practices which have failed and continue to fail to pay Plaintiff and other non-exempt employees all wages. Specifically, Defendant does not properly record, nor compensate Plaintiff and other misclassified exempt employees for all hours worked and overtime owed once properly classified as non-exempt under California law.

6. Furthermore, Defendant failed to provide employees with timely, complete, and uninterrupted meal and rest breaks. Plaintiff's and the other non-exempt employees' meal and rest periods are skipped or interrupted by work tasks. Defendant did and does not pay Plaintiff and the non-exempt employees for the time they spent working within their meal and rest periods.

7. In light of the foregoing, Defendant has also failed to provide accurate wage statements.

8. Plaintiff brings the claims herein as a class action on behalf of himself and other similarly situated individuals who have worked for Defendant in California, at any time from four-years prior to the filing of this complaint, through the resolution of this action. Plaintiff, on his own behalf and on behalf of all Class Members, brings the class claims pursuant to California *Labor Code* §§ 204, 221, 223, 226(a), 226.7, 510, 512, 515, 516, 1174.5, 1182, 1194, 1197, 1198, the applicable wage order and under *Business & Professions Code* §§ 17200-17208, for unfair competition due to Defendant's unlawful, unfair and fraudulent business acts and practices.

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant has engaged in, among other things a system of willful violations of the California *Labor Code* and the applicable IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny employees the above stated rights and benefits.

PARTIES

10. Plaintiff, Jonathan Fausto, is an individual over the age of eighteen (18) and is now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State of California. During the Relevant Time Period, Plaintiff worked for Defendant in two roles. Upon being

1 hired on January 11, 2021, Plaintiff worked as a salaried exempt 'Warehouse Supervisor.' However,
2 Plaintiff and the other Warehouse Supervisors are misclassified as 'exempt.' In approximately
3 November 2025, Plaintiff transitioned to working for Defendant as a non-exempt 'Forklift Driver.'

4 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant Lineage
5 Logistics Services, LLC is a Delaware Limited Liability Company. Plaintiff is further informed and
6 believes that at all times relevant hereto, Defendant has transacted, and continues to transact, business
7 throughout the State of California.

8 12. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a
9 warehousing and logistics company that provides services such as food processing and manufacturing,
10 cold chain solutions, transportation services, and warehousing solutions of various types.

11 13. Plaintiff is informed and believes and based thereon alleges that at all times herein
12 mentioned Defendant and DOES 1 to 10, is and was a corporation, business entity, individual, and
13 partnership, licensed to do business and actually doing business in the State of California.

14 14. Plaintiff does not know the true names or capacities, whether individual, partner or
15 corporate, of the Defendant sued herein as DOES 1 to 10, inclusive, and for that reason, said Defendant
16 is sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true
17 names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each
18 of said fictitious Defendant was responsible in some way for the matters alleged herein and proximately
19 caused Plaintiff and members of the general public and class to be subject to the illegal employment
20 practices, wrongs and injuries complained of herein.

21 15. At all times herein mentioned, Defendants participated in the doing of the acts hereinafter
22 alleged to have been done by the named Defendant; and furthermore, the Defendant, and each of them,
23 were the agents, servants and employees of each of the other Defendants, as well as the agents of all
24 Defendant, and at all times herein mentioned, were acting within the course and scope of said agency
25 and employment.

26 16. Plaintiff is informed and believes, and based thereon alleges, that at all times material
27 hereto, each of the Defendants named herein are the agent, employee, alter ego and/or joint venturer of,
28 or working in concert with each of the other co-Defendants and were acting within the course and scope

1 of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and
2 omissions were perpetrated by certain Defendant, each of the remaining Defendants confirmed and
3 ratified said acts, conduct, and omissions of the acting Defendant.

4 17. At all times herein mentioned, the acts and omissions of various Defendant, and each of
5 them, concurred and contributed to the various acts and omissions of each and all of the other Defendant
6 in proximately causing the injuries and damages as herein alleged. At all times herein mentioned,
7 Defendant, and each of them, ratified each and every act or omission complained of herein. At all times
8 herein mentioned, the Defendant, and each of them, aided and abetted the acts and omissions of each
9 and all of the other Defendant in proximately causing the damages as herein alleged.

10 18. The Members of the Classes (as defined below), including the representative Plaintiff
11 named herein, have been employed during the Class Period in California. The practices and policies
12 which are complained of by way of this Complaint are enforced throughout the State of California.

13 **JURISDICTION AND VENUE**

14 19. The Court has jurisdiction over this class action pursuant to Article 6, Section 10 of the
15 California Constitution and *Code of Civil Procedure* § 410.10.

16 20. Additionally, this Court has jurisdiction over Plaintiff's and the Class's claims for
17 injunctive relief, including restitution of earned wages, arising from Defendant's unfair competition
18 under *Business & Professions Code* § 17203 and 17204. The Court also has jurisdiction over Plaintiff's
19 and the Class's claims pursuant to the applicable provisions.

20 21. The Court has jurisdiction over Defendant because they are authorized to do business in
21 the State of California and are registered with the California Secretary of State. Defendant does
22 sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avails
23 themselves of the California market through the advertising, marketing and sale of goods and services,
24 to render the exercise of jurisdiction over Defendant by the California court consistent with traditional
25 notions of fair play and substantial justice.

26 22. Venue is proper in Riverside County because the acts which give rise to this litigation
27 occurred in this county and because Defendant has employed Class Members in this county and transact
28 business in this county.

FACTUAL ALLEGATIONS

23. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

Defendant's Misclassification of "Non-Exempt" Employees as "Exempt" Employees

24. To qualify as an exempt employee, California requires that an employee must be "primarily engaged in the duties that meet the test of the exemption" and "earns a monthly salary equivalent to no less than two times the state minimum wage for full-time employment. *Labor Code* § 515. This forms the two-part test the employers must establish to properly exempt its employees from overtime laws: (1) the salary basis test and (2) the duties test.

25. At all times during the Class Period, Plaintiff and the other members of the Misclassification Class spent over eighty percent (80%) of their working hours performing the duties of non-exempt employees. These duties Plaintiff performed including warehouse duties and reporting to Defendant's higher-ranked supervisors.

26. These are duties they were expected to perform and thus these positions are not positions which involve work falling within any exception to the above-referenced Labor Code sections, the Unfair Practices Act and/or California Industrial Welfare Commission orders applicable to Defendant's business. Additionally, Plaintiff and the members of the Misclassification Class failed to meet the exemption requirements of California law. Plaintiff did not customarily and regularly exercise discretion and independent judgment nor have the authority to hire and/or fire employees nor make recommendations that were given particular weight. Defendant's uniform operations resulted in Plaintiff and the members of the Misclassification Class not exercising independent judgment and discretion nor having the requisite authority to meet the "hire and fire" element.

27. Plaintiff and members of the Misclassification Class were "non-exempt" employees and/or misclassified as "exempt" employees and performed their job duties in a "non-exempt" capacity pursuant to California *Labor Code* § 515.

28. Plaintiff and members of the Misclassification Class were required to clock in and out but did not receive overtime, and received a straight salary. Defendant failed to properly classify Plaintiff and members of the Misclassification Class as non-exempt, central to Plaintiff's position in the conjunctive nature of the test for an exemption in the applicable Wage Order.

1 29. Plaintiff alleges that he was classified as an “exempt” employee when he was working for
2 Defendant as a ‘Warehouse Supervisor’, however, Plaintiff clocked in and out, and performed his job
3 duties in a “non-exempt” capacity.

4 30. Specifically, Plaintiff received a salary per pay statement, even though his hours
5 fluctuated.

6 31. Plaintiff did not meet the salary test, or the job duty test imposed by California courts. As
7 such, Plaintiff does not meet an exemption specified under California law, including, the professional
8 exemption. As a result of being misclassified, Plaintiff and other members of the Misclassification Class
9 are entitled to unpaid overtime compensation.

10 32. As a matter of company policy, practice, and procedure, Defendant has unlawfully,
11 unfairly and/or deceptively treated Plaintiff and the other members of the Misclassification Class as
12 exempt employees, failed to pay the required overtime compensation and otherwise failed to comply
13 with all applicable labor laws with respect to Plaintiff and the other members of the Misclassification
14 Class.

15 33. By reason of this uniform exemption practice, policy and procedure applicable to
16 Plaintiff, Defendant committed acts of unfair competition in violation of the *Cal. Bus. & Prof. Code* §
17 17200 by engaging in a company-wide policy, practice and procedure which failed to properly classify
18 Plaintiff and the other members of the Misclassification Class and thereby failed to pay them overtime
19 wages for documented overtime hours worked.

20 34. The proper classification of Plaintiff and the other members of the Misclassification Class
21 is Defendant’s burden. Defendant had no business policy, practice, or procedure to ensure that Plaintiff
22 and the other members of the Misclassification Class were properly classified as exempt, and in fact, as
23 a matter of corporate policy erroneously and unilaterally misclassified many employees. As a result of
24 Defendant’s intentional disregard of the obligation to meet this burden, Defendant’s failed to pay all
25 required overtime compensation for work performed by Plaintiff and the other members of the
26 Misclassification Class and violated the California *Labor Code* and regulations promulgated thereunder
27 as herein alleged.
28

35. Additionally, Defendant failed to provide all the legally required off-duty meal breaks to the Misclassification Class, including Plaintiff, as required by the applicable Wage Order and Labor Code. As a result of its willful misclassification, Defendant did not have a practice of providing meal and rest breaks to Plaintiff and the other members of the Misclassification Class.

Defendant's Failure to Pay Overtime Wages

36. Because Plaintiff and members of the Class worked shifts of eight (8) hours a day or more and/or forty (40) hours a week or more, and/or shifts of twelve (12) hours a day or more, some of the above off-the-clock work qualified for overtime premium pay.

37. Defendant did not compensate their employees misclassified as exempt and therefore legally non-exempt employees for all overtime and/or double time premium pay that accrued, despite systematically recording employees' time.

Defendant's Failure to Pay all Wages and Minimum Wages

38. During the Relevant Time Period, Defendant had, and continues to have, a company-wide policy requiring work during Plaintiff's and Class Members' meal and rest periods.

39. For example, Defendant's Warehouse Supervisors are required to work at least fifty (50) hours per week, and Plaintiff regularly worked sixty (60) hours a week. Plaintiff was also not able to always take proper meal and rest breaks.

40. Thus, Defendant did not compensate their employees misclassified as exempt and therefore legally non-exempt employees for all the minutes that they worked as described above, including but not limited to the time that the employees were subject to the control and direction of Defendant; and/or the time that the employees were suffered or permitted to work.

Defendant's Failure to Provide Compliant Meal Periods

41. Plaintiff is further informed and believes, and based thereon alleges, that as a matter of policy and/or practice, Defendant routinely failed to provide Plaintiff and the members of the plaintiff class, with meal periods during which they were relieved of all duties, by requiring them to remain on duty. Specifically, Plaintiff regularly had to skip his meal breaks or cut them short in order to meet the pressuring demands to get back to work made by Defendant.

42. Throughout the Class Period, Defendant regularly:

- a. Failed to provide Plaintiff and the members of the plaintiff class with a first meal period of not less than thirty (30) minutes during which they are relieved of all duty before working more than five (5) hours;
- b. Failed to provide Plaintiff and the members of the plaintiff class with a second meal period of not less than thirty (30) minutes during which they are relieved of all duty before working more than ten (10) hours per day;
- c. Failed to pay Plaintiff and the members of the plaintiff class one hour of pay at their regular rate of compensation for each workday that a meal period was not provided; and,
- d. Failed to accurately record all meal periods.

Defendant's Failure to Provide Compliant Rest Periods

43. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed to effectively communicate California rest period requirements to Plaintiff and the members of the plaintiff class. Plaintiff is further informed and believes and based thereon alleges that throughout the Relevant Time Period Defendant failed to provide paid rest periods.

44. Throughout the Class Period, Plaintiff and the members of the plaintiff class were routinely denied the rest breaks they were entitled to under California law.

45. Specifically, throughout the Class Period, Defendant regularly:

- a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the members of the plaintiff class were relieved of all duty for each four (4) hours of work and able to take rest periods within the middle of the shift; and
- b. Failed to pay Plaintiff and the members of the plaintiff class one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not permitted.

46. Plaintiff alleges that he regularly had to skip any chances at taking his rest breaks during his shifts or cut them short of the 10-minute timeframe. As was the case for his skipped and interrupted meal breaks, he had to skip or cut short his rest breaks and get back to work sooner due to the pressure placed on him by Defendant.

1 ***Defendant's Failure to Timely Pay Wages During Employment***

2 47. California *Labor Code* § 204 requires that all wages earned by any person in any
3 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages
4 due upon termination of an employee, are due and payable between the 16th and the 26th day of the
5 month during which the labor was performed, and that all wages earned by any person in any
6 employment between the 16th and the last day, inclusive, of any calendar month, other than those wages
7 due upon termination of an employee, are due and payable between the 1st and the 10th day of the
8 following month.

9 48. During the relevant time period, Defendant willfully failed to pay Plaintiff and other non-
10 exempt employees all wages due including, but not limited to, overtime wages, minimum wages, and/or
11 meal and rest period premiums, within the time periods specified by California *Labor Code* § 204.

12 ***Defendant's Failure to Provide Compliant Wage Statements***

13 49. During the Relevant Time Period, For example, Plaintiff's wage statements during his
14 employment as a Warehouse Supervisor reflected payment of a fixed salary despite fluctuating weekly
15 hours exceeding forty (40) hours, failed to list any overtime rate or overtime hours worked, and failed to
16 reflect premium pay owed for missed meal and rest periods, rendering the wage statements inaccurate
17 and noncompliant on their face..

18 50. Because Defendant failed to provide the correct net and gross wages earned, applicable
19 rates of pay, and number of total hours worked on wage statements, Plaintiff and members of the
20 Classes have been prevented from verifying, solely from information on the wage statements
21 themselves, that they were paid correctly and in full. Instead, Plaintiff and members of the Classes have
22 had to look to sources outside of the wage statements themselves and reconstruct time records to
23 determine whether in fact they were paid correctly and the extent of underpayment, thereby causing
24 them injury.

25 ***Facts Regarding Willfulness***

26 51. Plaintiff is informed and believes, and based thereon alleges, that Defendant are and were
27 advised by skilled lawyers, other professionals, employees with human resources background and
28 advisors with knowledge of the requirements of California wage and hour laws and that at all relevant

1 times, Defendant knew or should have known, that the Plaintiff Class Members, including Plaintiff,
2 were entitled to receive one hour of pay at the employee's regular rate of compensation for each day that
3 a meal and rest period was not provided and were and are entitled to receive pay for all hours worked,
4 accurate itemized wage statements, and pay in a timely manner.

5 ***Unfair Business Practices***

6 52. Defendant has further engaged in, and continues to engage in, unfair business practices in
7 California by practicing, employing and utilizing the unlawful employment practices and policies
8 outlined above.

9 53. Defendant's utilization of such unfair business practices constitutes unfair competition
10 and provides an unfair advantage over Defendant's competitors.

11 54. Defendant's utilization of such unfair business practices deprives Plaintiff and the
12 Plaintiff Class of the general minimum working standards and entitlements due them under California
13 law and the Industrial Welfare Commission wage orders as described herein.

14 55. As a direct result of the wage and hour violations herein alleged, Plaintiff and members
15 of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and
16 enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
17 Defendant to perform their obligations under state law, all to Plaintiff's and the Plaintiff Class members'
18 respective damage in amounts according to proof at the time of trial.

19 ***Plaintiff's Exhaustion of Administrative Remedies***

20 56. Plaintiff brings this action in a representative capacity on behalf of the State of California
21 pursuant to Labor Code § 2699, and these claims are not subject to individual arbitration agreements.
22 Plaintiff is currently complying with the procedures for bringing suit specified in *Labor Code* § 2699.3.

23 57. By letter dated February 3, 2026, required notice was provided to the Labor and
24 Workforce Development Agency ("LWDA") and Defendant, of the specific provisions of the California
25 *Labor Code* alleged to have been violated, including the facts and theories to support the alleged
26 violations.

58. This Complaint will be amended when more than sixty-five (65) days have passed since the date the notice was mailed to Defendant and the LWDA, if the LWDA chooses not to investigate the allegations herein.

CLASS ACTION ALLEGATIONS

59. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

60. Pursuant to *Code of Civil Procedure* § 382, this action is brought and may be properly maintained as a class action. This action satisfies the ascertainability, numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

61. The classes which Plaintiff seeks to represent are composed of, and defined as follows:

- a. **Plaintiff Class**: All persons who have been, or currently are, employed by Defendant in the State of California and who held, or hold, job positions that Defendant classified as “exempt,” including but not limited to Warehouse Supervisors, but who were in fact non-exempt under California law...
- b. **Misclassification Class**: All members of the Plaintiff Class who have been, or currently are, employed by Defendants and who held, or hold, job positions which Defendants misclassified as “exempt” in the State of California, at any time since four years prior to filing this action, through the date judgment is rendered in this action.
- c. (Collectively, “Plaintiff Class” or “Class Members”)

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

63. **Common Questions of Law and/or Fact**: Common questions of law and fact exist as to all members of the Plaintiff Class and predominate over any questions affecting solely individual members of the Plaintiff Class. Among the questions of law and fact, that are relevant to the adjudication of Class Members’ claims are as follows:

- a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of California wage and hour statutes;
- b. Whether Defendants had a standard policy of misclassifying “non-exempt” employees as “exempt”;
- c. Whether Defendant failed to pay overtime wages owed once Plaintiff and the Misclassification Class are properly classified as non-exempt employees under California law.;
- d. Whether Defendant failed to pay overtime wages owed once Plaintiff and the Misclassification Class are properly classified as non-exempt employees under California law.;
- e. Whether Defendant had a standard policy of not providing compliant meal and rest breaks and/or premiums to Plaintiff and members of the Plaintiff Class;
- f. Whether Defendant failed to timely pay wages to Plaintiff and members of the Plaintiff Class during their employment;
- g. Whether Defendant unlawfully and/or willfully failed to provide Plaintiff and members of the Plaintiff Class with true and proper wage statements upon payment of wages;
- h. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys’ fees, and equitable relief;
- i. Whether Defendant’s conduct as alleged herein violates the Unfair Business Practices Act of California (*Bus. & Prof. Code*, § 17200 et seq.).

64. Typicality: The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff Class. Defendant’s common course of conduct in failing to provide their non-exempt employees with meal and rest periods and all wages in compliance with the applicable wage order, or premium compensation at the regular rate in lieu thereof, failing to provide them with proper wages and overtime, and failing to provide them with compliant wage statements has caused Plaintiff and the proposed Class to sustain the same or similar injuries and damages. Plaintiff’s claims are thereby representative of and co-extensive with the claims of the proposed Class. Plaintiff and the proposed

1 Class sustained the same or similar injuries and damages arising from Defendant's common policies,
2 practices, procedures, protocols, routines, and rules which were applied to other Class Members as well
3 as Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and damages as were suffered
4 by other members of the proposed class.

5 65. Adequacy of Representation: Plaintiff is an adequate representative of the proposed Class
6 because he is a member of the class, and his interests do not conflict with the interests of the members
7 he seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of
8 complex class actions, and together Plaintiff and his counsel intend to prosecute this action vigorously
9 for the benefit of the Class. The interests of the Class Members will fairly and adequately be protected
10 by Plaintiff and his attorneys.

11 66. Superiority of Class Action: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation since individual litigation of the claims of all Class
13 Members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed
14 on an individual basis, because this would potentially result in hundreds of individual, repetitive
15 lawsuits. Further, individual litigation presents the potential for inconsistent or contradictory judgments,
16 and the prospect of a "race to the courthouse," and an inequitable allocation of recovery among those
17 with equally meritorious claims. By contrast, the class action device presents far fewer management
18 difficulties, and provides the benefit of a single adjudication, economics of scale, and comprehensive
19 supervision by a single court.

20 67. The various claims asserted in this action are additionally or alternatively certifiable
21 under the provisions of California *Code of Civil Procedure* § 382 because:

- 22 a. The prosecution of separate actions by hundreds of individual class members would
23 create a risk of varying adjudications with respect to individual class members, thus
24 establishing incompatible standards of conduct for Defendant, and,
- 25 b. The prosecution of separate actions by individual class members would also create the
26 risk of adjudications with respect to them that, as a practical matter, would be dispositive
27 of the interest of the other class members who are not a party to such adjudications and
28

would substantially impair or impede the ability of such non-party class members to protect their interests.

FIRST CAUSE OF ACTION

Unlawful Misclassification of Non-Exempt Employees as Exempt Employees

Labor Code § 515, and Applicable IWC Wage Orders

(By Plaintiff and Members of the Misclassification Class Against Defendant)

68. Plaintiff hereby re-alleges and incorporates by reference as though set fully forth herein, the allegations contained above.

69. Prior to being demoted to the role of ‘non-exempt Forklift Driver,’ Plaintiff was employed by Defendant as an ‘exempt Warehouse Supervisor.’ Plaintiff was misclassified as salaried, exempt employee for the duration of his employment as a Warehouse Supervisor.

70. Plaintiff and members of the Misclassification Class were “non-exempt” employees and/or misclassified as “exempt” employees during the entirety of their respective employments, and performed their job duties in a “non-exempt” capacity pursuant to California *Labor Code* § 515.

71. California *Labor Code* § 515 states:

(a) The Industrial Welfare Commission may establish exemptions from the requirement that an overtime rate of compensation be paid pursuant to Sections 510 and 511 for executive, administrative, and professional employees, if the employee is primarily engaged in the duties that meet the test of the exemption, customarily and regularly exercises discretion and independent judgment in performing those duties, and earns a monthly salary equivalent to no less than two times the state minimum wage for full-time employment.

(c) For the purposes of subdivision (a), “full-time employment” means employment in which an employee is employed for 40 hours per week.

(d)(1) For the purpose of computing the overtime rate of compensation required to be paid to a nonexempt full-time salaried employee, the employee's regular hourly rate shall be 1/40th of the employee's weekly salary.

(2) Payment of a fixed salary to a nonexempt employee shall be deemed to provide compensation only for the employee's regular, non-overtime hours, notwithstanding any private agreement to the contrary.

(e) For the purposes of this section, “primarily” means more than one-half of the employee's worktime.

72. Plaintiff was misclassified as a salaried, exempt employee, as Plaintiff spent eighty percent (80%) of his time doing the same tasks as hourly employees. Thus, Plaintiffs worked in a “non-exempt” capacity. Further, Plaintiff was required to clock in and clock out.

73. The applicable Wage Order Section 1 sets forth detailed requirements for three allowable exceptions: executive, administrative and professional. Further, the applicable Wage Order provides that to qualify as exempt under any of these three categories the employee must be primarily engaged in exempt duties and earn a monthly *salary* equivalent to no less than two (2) times the state minimum wage for full-time employment.

74. The applicable Wage Order refers to compensation in the form of a “salary.” It does not define the term. The regulation does not use a more generic term, such as “compensation” or “pay.” Either of these terms would encompass hourly wages, a fixed annual salary, and anything in between. “Salary” is a more specific form of compensation. A salary is generally understood to be a fixed rate of pay as distinguished from an hourly wage. Thus, use of the word “salary” implies that an exempt employee’s pay must be something other than an hourly wage. California’s Labor Commission noted in an opinion letter dated March 1, 2002, that the Division of Labor Standards Enforcement (DLSE) construes the IWC wage orders to incorporate the federal salary-basis test for purposes of determining whether an employee is exempt or nonexempt. (Dept. of Industrial Relations, DLSE Opn. Letter No. 2002.03.01 (Mar. 1, 2002).

75. For example, Plaintiff was required to supervise the other warehouse employees , however the supervision did not require the exercise of independent judgment as the metrics and targets were being determined by Defendant. Specifically, while working for Defendant as a Warehouse Supervisor, Plaintiff had no independent discretion and could not hire or fire anyone. There are one hundred and fifty (150) employees over three (3) shifts in the warehouse where Plaintiff worked.

1 Plaintiff would supervise about thirty to forty (30-40) employees during his shifts. However, there were
2 many levels of supervisors above his own level that he was required to report to. Additionally,
3 Defendant had a policy and/or practice of not considering Plaintiff's and the other Warehouse
4 Supervisors' termination recommendations. For example, Plaintiff had once recommended firing a
5 violent employee, but Defendant did not put Plaintiff's recommendation into consideration and instead
6 simply refused to fire the violent employee.

7 76. Plaintiff does not meet the salary test, or the job duty test imposed by California courts.

8 77. As such, Plaintiff does not meet an exemption specified under California law, including,
9 the professional exemption. As a result of being misclassified, Plaintiff and other members of the
10 Misclassification Class are entitled to unpaid overtime compensation.

11 78. Plaintiff seeks unpaid wages and interest in amounts to be proven at trial.

12 **SECOND CAUSE OF ACTION**

13 **Failure to Pay All Overtime Wages**

14 **Labor Code §§ 510, 1198, and Applicable IWC Wage Orders**

15 **(By Plaintiff and Members of the Putative Class Against Defendant)**

16 79. Plaintiff incorporates herein by reference the allegations set forth above.

17 80. At all times relevant herein, which comprise of the time period not less than four (4)
18 years preceding the filing of this action, Defendant was required to compensate Plaintiff and other
19 misclassified exempt employees for all hours worked and overtime owed once properly classified as
20 non-exempt under California law....

21 81. California *Labor Code* §§ 510 and 1198 and the applicable Industrial Welfare
22 Commission ("IWC") wage order require employers to pay employees working more than eight (8)
23 hours in a day or more than forty (40) hours in a workweek at the rate of one-and-one-half (1 ½) times
24 the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40)
25 hours in a workweek. The applicable IWC wage order further provides that employers are required to
26 pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2)
27 times their regular rate of pay. An employee's regular rate of pay includes all remuneration for
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1 employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive
2 pay.

3 82. Defendant willfully failed to pay all overtime wages owed to Plaintiff and members of
4 the Class. During the Relevant Time Period, Plaintiff and members of the Class were not paid overtime
5 premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
6 hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were
7 not recorded as alleged above.

8 83. Defendant knew or should have known that as a result of company-wide practices and/or
9 policies, that prevents Plaintiff and members of the Class from earning overtime, Plaintiff and members
10 of the Class were performing assigned duties off-the-clock and were suffered or permitted to perform
11 work for which they were not paid. Because Plaintiff and members of the Class worked shifts of eight
12 (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for
13 overtime premium pay. Therefore, Plaintiff and members of the Class were not paid overtime wages for
14 all of the overtime hours they actually worked.

15 84. Defendant's failure to pay Plaintiff and members of the Class the balance of overtime
16 compensation, as required by California law, violates the provisions of *Labor Code* §§ 510 and 1198.
17 Plaintiff and members of the Class are entitled to recover civil penalties, attorney's fees, costs, and
18 interest thereon.

19 **THIRD CAUSE OF ACTION**

20 **Failure to Pay All Wages and Minimum Wages**

21 **Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198, and Applicable IWC Wage Orders**

22 **(By Plaintiff and Members of the Putative Class Against Defendant)**

23 85. Plaintiff incorporates herein by reference the allegations set forth above.

24 86. At all times relevant herein, which comprise the time period not less than four (4) years
25 preceding the filing of this action, Defendant was required to compensate Plaintiff and other
26 misclassified exempt employees for all hours worked and overtime owed once properly classified as
27 non-exempt under California law.
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1 87. For at least the four (4) years preceding the filing of this action, Defendant failed to
2 compensate employees for all hours worked. Defendant implemented policies that actively prevented
3 employees from being compensated for all time worked by subjecting Plaintiff and members of the
4 Class to work off-the-clock as mentioned above as a result of late or missed meal and rest breaks.

5 88. As stated above, Defendant's Warehouse Supervisors are required to work at least fifty
6 (50) hours per week, and Plaintiff regularly worked sixty (60) hours a week. Plaintiff was also not able
7 to always take proper meal and rest breaks.

8 89. Under the applicable wage order and state regulations, Plaintiff and the Plaintiff Class are
9 entitled to recover compensation for all hours worked, but not paid, for the four (4) years preceding the
10 filing of this action, in addition to reasonable attorney's fees and costs of suit in accordance with *Labor*
11 *Code* § 218.5, and penalties pursuant to *Labor Code* §§ 203 and 206.

12 90. The applicable IWC wage order section 2(G) defines "hours worked" to mean "the time
13 during which an employee is subject to the control of an employer and includes all the time the
14 employee is suffered or permitted to work, whether or not required to do so."

15 91. Defendant suffered or permitted Plaintiff and members of the Class to work portions of
16 the day for which Defendant failed to compensate them. This includes time spent under Defendant's
17 control prior to clocking in and during meal periods as described above.

18 92. *Labor Code* § 1194(a) provides in relevant part: "Notwithstanding any agreement to work
19 for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in
20 a civil action the unpaid balance of the full amount of this minimum wage ... including interest thereon,
21 reasonable attorney's fees, and costs of suit."

22 93. *Labor Code* § 1194.2(a) provides in relevant part: "In any action under § 1193.6 or §
23 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order
24 of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to
25 the wages unlawfully unpaid and interest thereon."

26 94. *Labor Code* § 1197 provides: "The minimum wage for employees fixed by the
27 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
28 minimum so fixed is unlawful."

95. Plaintiff is informed and believes, and therefore alleges, that Defendant's compensation schemes do not fairly compensate Plaintiff and other Class Members for all hours spent performing their job duties.

96. The failure to pay at least minimum wages to Plaintiff and members of the Plaintiff Class for each and every hour worked violates *Labor Code* §§ 1182.11-1182.12, 1194, 1194.2, and 1197; the applicable IWC wage order section 4; and *Business & Professions Code*.

97. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class for each and every hour worked violates *Labor Code* § 221 and 223; the applicable IWC wage order section 3; and *Business & Professions Code*.

98. As a proximate result of the above-mentioned violations, Plaintiff and the Plaintiff Class have been damaged in an amount according to proof at time of trial.

FOURTH CAUSE OF ACTION

Failure to Provide Compliant Meal Breaks

Labor Code §§ 226.7, 512, 516, 1198 and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

99. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

100. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the Class Members regularly worked more than five (5) hours per shift and were entitled to a meal period of not less than thirty (30) minutes without duty.

101. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant routinely failed to provide Plaintiff and the members of the Class with such meal periods without duty, notwithstanding the fact that Plaintiff and the members of the Class had not waived their right to the same. Thus, Defendant failed to provide Plaintiff and the members of the Class with compliant meal periods required by *Labor Code* §§ 226.7, 512, 516 and the applicable IWC wage order section 10, and categorically failed to pay any and all meal period wages due.

102. Plaintiff and Class Members seek damages pursuant to *Labor Code* § 226.7(b) and the applicable IWC wage order section 10(F), in the amount of one additional hour of pay at the regular rate

1 for each work day that the meal period is/was not provided to Plaintiff and any member of the Class, the
2 cumulative sum of which is to be determined at trial.

3 103. Under the foregoing, California employers must provide meal periods and authorize and
4 permit rest periods to all employees during their shifts. In *Augustus et al. v. ABM Security Services, Inc.*
5 (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that the required meal and rest periods
6 must be “off-duty,” which means that employees must be relieved of “all work-related duties,” including
7 the duty to remain “on call,” and they must be “free from employer control” over how they “spend their
8 time.” *Id.* at 264, 269. Employees must have the freedom to use meal and rest periods for their own
9 purposes. *Id.* at 270; *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1038-39.

10 104. When employees must either “remain at the ready and capable of being summoned to
11 action,” “respond when the employer seeks contact with [them],” “perform other work if the employer
12 so requests,” and/or remain “on call” during their meal and rest periods, the employees have not been
13 “relieve[d] ... of all work-related duties and employer control.” *Augustus, supra*, 2 Cal.5th at 270. Such
14 a meal or rest period is not “off duty” and therefore is “impermissible.” *Ibid.*

15 105. The Supreme Court’s decision in *Augustus* demonstrates a series of meal and rest break
16 cases affirming California’s broad, protective standard for employees.¹

17 106. Moreover, as the mere existence of a facially lawful meal and rest break policy is
18 unavailing if there are practical constraints and pressures on employees to perform their duties in ways
19 that omit breaks. See *Brinker, supra*, 53 Cal.4th at 1040.

20 107. Yet, Defendant did and does not provide Plaintiff and members of the Class with meal
21 periods during which they are completely relieved of duty for at least thirty (30) minutes by the fifth
22 hour of work and again by the tenth hour of work. Specifically, Plaintiff regularly had to skip his meal
23 breaks or cut them short when he was working for Defendant.

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26
27 ¹ See, e.g., *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004; *Lubin v. Wackenhut Corp.* (2016) 5
28 Cal.App.5th 926 , *rehg. denied* (Dec. 14, 2016); *Faulkinbury v. Boyd & Assocs., Inc.* (2013) 216 Cal.App.4th 220;
Berlanga v. Equilon Enterprises LLC (N.D.Cal., Aug. 31, 2017, No. 17-CV-00282-MMC) 2017 WL 3782245 at *3 (a
policy requiring employees to “remain in contact with supervisors and other employees working in their units
throughout their shifts... would appear to be unlawful under [*Augustus*.]”)

108. Plaintiff alleges that meal breaks were frequently late as described above. As a result, Plaintiff and members of the Class were forced to work in excess of five (5) hours before taking a meal period.

109. Thus, Defendant has failed to perform its obligations to provide Plaintiff and the members of the Plaintiff Class with off-duty meal periods by the end of the fifth hour of work and a second meal period by the end of the tenth hour of work. Defendant has also failed to pay Plaintiff and the members of the Plaintiff Class one (1) hour of pay at the regular rate for each off-duty meal period that they have been denied.

110. Employers must pay premium payments to employees for missed meal, rest, and recovery breaks at the employee’s “regular rate of pay” instead of their base hourly rate. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858.

111. Defendant knew or should have known that as a result of its policies and/or practices, that Plaintiff and members of the Class were not actually relieved of all duties to take timely, uninterrupted meal periods. Defendant further knew or should have known that it did not pay Plaintiff and members of the Class all meal period premiums when meal periods were missed, late, short, and/or interrupted. Furthermore, Defendant has engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Plaintiff and members of the Class have not received all premium pay for missed, interrupted, or late meal periods. Accordingly, Defendant failed to provide all meal periods in violation of *Labor Code* §§ 226.7, 512(a), 516, and 1198.

112. Plaintiff and members of the Class are entitled to civil penalties, attorney's fees, costs, and interest thereon.

FIFTH CAUSE OF ACTION

Failure to Provide Compliant Rest Breaks

Labor Code §§ 226.7, 516, 1198 and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

113. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

1 114. *Labor Code* §§ 226.7, 516, and 1198, and the applicable IWC wage order require
2 employers to provide rest periods and to pay an employee one (1) additional hour of pay at the
3 employee's regular rate for each work day that a meal or rest period is not provided. *Labor Code* § 226.7
4 provides that no employer shall require an employee to work during any rest period mandated by an
5 applicable order of the IWC. The applicable IWC wage order provides that "[e]very employer shall
6 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
7 middle of each work period" and that the "rest period time shall be based on the total hours worked daily
8 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total
9 daily work time is less than three and one-half (3 ½) hours.

10 115. Plaintiff is informed and believes, and thereon allege, that Plaintiff and Class Members
11 were entitled to a paid rest period of not less than ten (10) minutes without duty for each and every four
12 (4) hours or major fraction thereof worked during the workday.

13 116. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant
14 routinely failed to provide Plaintiff and the members of the Plaintiff Class with such paid rest periods
15 without duty, notwithstanding the fact that Plaintiff and the members of the Plaintiff Class had not
16 waived their right to the same. Plaintiff alleges that he regularly had to skip any chances at taking his
17 rest breaks during his shifts or cut them short of the 10-minute timeframe. As was the case for his
18 skipped and interrupted meal breaks, he had to skip or cut short his rest breaks and get back to work
19 sooner due to the pressure placed on him by Defendant.

20 117. Thus, Defendant failed to provide Plaintiff and Class Members with rest periods required
21 by *Labor Code* §§ 226.7, 512, and 516, IWC wage order section 11 and categorically failed to pay any
22 and all rest period wages due.

23 118. Plaintiff and Class Members seek damages pursuant to *Labor Code* § 226.7(b) and the
24 applicable IWC wage order section 11(D), in the amount of one additional hour of pay at the regular rate
25 for each work day that the rest period is/was not provided or provided late to Plaintiff and any member
26 of the Class, the cumulative sum of which is to be determined at trial.

1 119. Therefore, Plaintiff and members of the Plaintiff Class are entitled to compensation for
2 Defendant's failure to provide rest periods, plus interest, attorneys' fees, expenses, and costs of suit
3 pursuant to *Labor Code* § 226.7(b) and the applicable wage order.

4 **SIXTH CAUSE OF ACTION**

5 **Failure to Timely Pay Wages During Employment**

6 **Labor Code § 204 and Applicable IWC Wage Orders**

7 **(By Plaintiff and Members of the Putative Class Against Defendant)**

8 120. Plaintiff hereby incorporates by reference each and every one of the allegations contained
9 in the preceding paragraphs as if the same were fully set forth herein.

10 121. California *Labor Code* § 204 requires that all wages earned by any person in any
11 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages
12 due upon termination of an employee, are due and payable between the 16th and the 26th day of the
13 month during which the labor was performed, and that all wages earned by any person in any
14 employment between the 16th and the last day, inclusive, of any calendar month, other than those wages
15 due upon termination of an employee, are due and payable between the 1st and the 10th day of the
16 following month.

17 122. California *Labor Code* § 204 also requires that all wages earned for labor in excess of the
18 normal work period shall be paid no later than the payday for the next regular payroll period.
19 Alternatively, California *Labor Code* § 204 provides that its requirements are deemed satisfied by the
20 payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
21 seven (7) calendar days following the close of the payroll period.

22 123. During the Class Period, Defendant willfully failed to pay Plaintiff and members of the
23 Classes all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and
24 rest period premiums, within the time periods specified by California *Labor Code* § 204.

25 124. Plaintiff and members of the Classes are entitled to recover civil penalties, attorney's
26 fees, costs, and interest thereon, pursuant to *Labor Code* § 210.

1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records**

3 **Labor Code §§ 226, 1174.5 and Applicable IWC Wage Orders**

4 **(By Plaintiff and Members of the Putative Class Against Defendant)**

5 125. Plaintiff hereby incorporates by reference each and every one of the allegations contained
6 in the preceding paragraphs as if the same were fully set forth herein.

7 126. California *Labor Code* § 226(a) and the applicable IWC wage order section 6(B) requires
8 employers to furnish each employee with a statement itemizing, among other things, the total hours
9 worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

10 127. California *Labor Code* § 226(e) provides that if an employer fails to comply with
11 providing an employee with properly itemized wage statements as set forth in § 226(a), then the
12 employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in
13 which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to
14 exceed \$4,000. Further, *Labor Code* § 226.3 provides that any employer who violates § 226(a) shall be
15 subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and
16 \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide
17 the employee a wage statement or fails to keep the required records pursuant to § 226(a).

18 128. Defendant knowingly and intentionally failed to furnish Plaintiff and the members of the
19 Classes with timely, itemized statements in compliance with *Labor Code* § 226(a) and the applicable
20 IWC Wage order section 6(B).

21 129. Plaintiff is informed and believes, and thereon alleges, that Defendant knowingly and
22 intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized statements
23 showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all applicable hourly rates
24 in effect during each respective pay period and the corresponding number of hours worked at each
25 hourly rate by each respective individual.

26 130. Plaintiff is informed and believes, and thereon alleges, that Defendant did not maintain
27 accurate business records pertaining to the total hours worked for Defendant by Plaintiff and the
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members of the Classes as required under *Labor Code* § 1174.5. This is a result of, inter alia, missing hours worked, unpaid overtime, and missed meal and rest-break premiums, as illustrated above.

131. As a result of not having kept accurate records, Plaintiff and members of the Plaintiff Class suffered injuries in the form of confusion over whether they received all wages owed to them, and difficulty and expense in reconstructing pay records in addition to other injuries which may come to light during the discovery process.

132. California *Labor Code* § 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC wage order. Furthermore, *Labor Code* § 1198 provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period.

133. During the Relevant Time Period, Defendant failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Plaintiff and members of the Plaintiff Class, in violation of *Labor Code* § 1198.

134. Plaintiff and the members of the Plaintiff Class herein seek damages and penalties pursuant to *Labor Code* § 226(e) for Defendant’s violations of *Labor Code* § 226(a).

135. Plaintiff and Class Members also seek preliminary and permanent injunctive relief and an award of reasonable attorneys’ fees and costs pursuant to *Labor Code* § 226(h).

EIGHTH CAUSE OF ACTION

Business & Professions Code § 17200, et seq.

(By Plaintiff and the Members of the Plaintiff Class Against Defendant)

136. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

137. *Business & Professions Code* § 17200 defines unfair competition to include, “unlawful, unfair or fraudulent business practices.”

1 138. Plaintiff and all proposed Class Members are “persons within the meaning of *Business &*
2 *Professions Code* § 17204, who have suffered injury in fact and have lost money or property as a result
3 of Defendant’s unfair competition.

4 139. Defendant has been committing, and continues to commit, acts of unfair competition by
5 engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint,
6 including, but not limited to:

- 7 a. violations of *Labor Code* § 515;
- 8 b. violations of *Labor Code* §§ 510, 1198;
- 9 c. violations of *Labor Code* §§ 221, 223, 1182, 1194, 1197, 1198;
- 10 d. violations of *Labor Code* §§ 226.7, 512, 516 and 1198;
- 11 e. violations of *Labor Code* §§ 226.7, 516 and 1198;
- 12 f. violations of *Labor Code* § 204; and,
- 13 g. violations of *Labor Code* §§ 226(a) and 1174.

14 140. As a result of its unlawful, unfair, and/or fraudulent business acts and practices,
15 Defendant has reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff
16 and proposed Class Members. Defendant’s unlawful, unfair, and/or fraudulent conduct has also enabled
17 Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

18 141. *Business & Professions Code* § 17203 provides that the Court may restore to an
19 aggrieved party any money or property acquired by means of the unlawful, unfair, and/or fraudulent
20 business acts or practices.

21 142. Plaintiff seeks a court order enjoining Defendant from the unlawful, unfair, and/or
22 fraudulent activity alleged herein.

23 143. Pursuant to California *Civil Code* § 3287(a), Plaintiff and other members of the Plaintiff
24 Class are entitled to recover pre-judgment interest on wages earned but not paid.

25 144. Plaintiff further seeks an order requiring an audit and accounting of the payroll records to
26 determine the amount of restitution of all unpaid wages owed to himself and members of the proposed
27 Plaintiff Class, according to proof, as well as a determination of the amount of funds to be paid to
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1 current and former employees that can be identified and located pursuant to a court order and
2 supervision.

3 145. Plaintiff seeks restitution for himself, and all others similarly situated of these amounts,
4 including all earned and unpaid wages and attorneys' fees and costs pursuant to *Code of Civil Procedure*
5 § 1021.5.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, and the Class Members pray for judgment as follows:

- 8 1. For an order certifying the proposed Plaintiff and Terminated Sub-Class;
 - 9 2. For an order that counsel for Plaintiff be appointed class counsel;
 - 10 3. Designation of Plaintiff as the class representative of the Plaintiff and Terminated Sub-
11 Class;
 - 12 4. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and
13 disgorgement of all profits from the unlawful business practices of Defendant;
 - 14 5. Prejudgment and post judgment interest on all sums awarded;
 - 15 6. For compensatory damages;
 - 16 7. For penalties pursuant to *Labor Code* §§ 210, 226, 226.7;
 - 17 8. For interest accrued to date;
 - 18 9. For costs of suit and expenses incurred herein pursuant to *Labor Code* §§ 226 and 1194;
 - 19 10. For reasonable attorneys' fees pursuant to *Labor Code* § 226 and *Code of Civil*
20 *Procedure* § 1021.5, and/or other applicable law; and,
 - 21 11. A declaratory judgment that Defendant has knowingly and intentionally violated the
22 following provisions of law:
 - 23 a. California *Labor Code* § 515 for unlawfully misclassifying non-exempt employees as
24 exempt employees;
 - 25 b. California *Labor Code* §§ 510, 1198 for failing to pay overtime;
 - 26 c. California *Labor Code* §§ 221, 223, 1182, 1194, 1197, and 1198 for failing to pay all
27 wages;
- 28

- 1 d. California *Labor Code* §§ 226.7, 512, 516, and 1198 for failing to provide compliant
2 meal and rest breaks;
- 3 e. California *Labor Code* § 204 for failing to timely pay wages during employment;
- 4 f. California *Labor Code* §§ 226(a) and 1174 for failing to provide accurate, itemized
5 wage statements and failing to maintain accurate records; and,
- 6 g. *Business & Professions Code* §§ 17200-08 for violating the provisions set forth
7 herein above.

8 12. For all such other and further relief that the Court may deem just and proper.
9

10 DATED: February 9, 2026

BRADLEY/GROMBACHER, LLP

11
12 By: 

Marcus J. Bradley, Esq.

Kiley L. Grombacher, Esq.

Brandon J. Sweeney, Esq.

Talal Al-Hindi, Esq.

Attorneys for Plaintiff and all others
similarly situated
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DATED: February 9, 2026

By:

[Signature]