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KEVIN QUINTERO SANCHEZ, on behalf
of all others similarly situated, and also
on behalf of all aggrieved employees

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Superior Court of California
County of San Bernardino
Rancho Cucamonga District

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By: Grace Powell, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

KEVIN QUINTERO SANCHEZ, an individual,
on behalf of all others similarly situated, and
also on behalf of aggrieved employees,

Plaintiff,

v.

ROUTE 64 LOGISTICS LLC, a California
limited liability company; AMAZON.COM
SERVICES LLC, a Delaware limited liability
company; AMAZON LOGISTICS, INC., a
Delaware corporation; and DOES 1 through 20,
inclusive,

Defendants.

Case No.: CIVRS2400018

CLASS ACTION COMPLAINT

- 1. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
- 2. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
- 3. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- 4. FAILURE TO PROVIDE MEAL PERIODS (CAL. LABOR CODE §§512);**
- 5. FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §§226.7);**
- 6. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 7. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
- 8. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND**
- 9. PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ.);**

DEMAND OVER \$35,000

[DEMAND FOR JURY TRIAL]

Plaintiff, KEVIN QUINTERO SANCHEZ (“SANCHEZ”), an individual on behalf of himself and all other similarly situated employees and also on behalf of all aggrieved employees (hereinafter collectively referred to as “Plaintiffs”), hereby, files this Complaint against Defendants ROUTE 64 LOGISTICS LLC, a California limited liability company; AMAZON.COM SERVICES LLC, a Delaware limited liability company; AMAZON LOGISTICS INC., a Delaware Corporation; and DOES 1 through 20, inclusive (hereinafter collectively referred to as “Defendants”). Plaintiffs are informed and believe, and thereon allege as follows:

INTRODUCTION

1. This is a civil action seeking recovery for Defendants’ violations of the California Labor Code, California Business and Professions Code (“B&PC”), the applicable Wage Orders issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Orders”) and related common law principles.

2. Plaintiffs’ action seeks monetary damages and injunctive relief, including full restitution from Defendants as a result of Defendants’ unlawful, fraudulent, and/or unfair business practices.

3. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from May 21, 2020, up to and through the time of trial for this matter. This is hereinafter the “Class Period.”

RELEVANT JOB TITLES

4. For introductory and general information only (and not to be considered a proposed class definition), the relevant job titles held by the California citizens in this action are Defendants’ delivery driver employees who are paid on an hourly basis (hereinafter including any of Defendants’ job positions

1 with substantially similar titles and/or duties). These employees are hereinafter referred to as “Class
2 Plaintiffs.”

3 5. The general obligations and responsibilities of Class Plaintiffs are virtually identical from
4 region to region, district to district, office to office, facility to facility, and employee to employee. Any
5 differences in job activities between different individuals in these positions were and are legally
6 insignificant to the issues present in this action.

7 8 **JURISDICTION AND VENUE**

9 6. This Court is the proper court pursuant to California Code of Civil Procedure (“CCP”)
10 §295(a) and CCP §395.5, and this action is properly filed in San Bernardino County because Defendants’
11 obligations and liability arise therein, because Defendants maintain offices and transact business within
12 San Bernardino County, and because the work that is the subject of this action was performed by Class
13 Plaintiffs in San Bernardino County.

14 7. The California Superior Court has jurisdiction in this matter because both the individual
15 and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits
16 of the Superior Court and will be established at trial, according to proof.

17 8. The California Superior Court also has jurisdiction in this matter because during their
18 employment with Defendants, Class Plaintiffs were all California citizens and Defendants conducted and
19 transacted business throughout San Bernardino County. Further, there is no federal question at issue, as
20 the issues herein are based solely on California statutes and law.

21 22 **THE PARTIES**

23 **PLAINTIFF KEVIN QUINTERO SANCHEZ**

24 9. Plaintiff KEVIN QUINTERO SANCHEZ (hereinafter “SANCHEZ”) is an individual
25 over the age of eighteen (18) and is now and at all times mentioned in this Complaint was a citizen of the
26 State of California.

27 10. Plaintiff SANCHEZ has worked for Defendants as a delivery driver from on or about
28 October 2022 to about January 24, 2024, within the County of San Bernardino, California.

1 **DEFENDANT ROUTE 64 LOGISTICS LLC**

2 11. Defendant ROUTE 64 LOGISTICS LLC (hereinafter referred to as “ROUTE 64”) was
3 and is a California limited liability company doing business at 3370 La Palma Ave., Anaheim, in the
4 County of Orange, State of California. At all relevant times, Defendant ROUTE 64 employed 26 or more
5 employees. Plaintiff is informed and believes, and thereon alleges, that at least one LLC member of
6 ROUTE 64 is a resident in the County of Los Angeles, State of California.

7 **DEFENDANT AMAZON.COM SERVICES LLC**

8 12. Defendant AMAZON.COM SERVICES LLC (hereinafter referred to as
9 “AMAZON.COM”) was and is a Delaware limited liability company doing business at 3370 La Palma
10 Ave., Anaheim, in the County of Orange, State of California. At all relevant times, Defendant
11 AMAZON.COM employed 26 or more employees.

12 **DEFENDANT AMAZON LOGISTICS, INC.**

13 13. Defendant AMAZON LOGISTICS, INC. (hereinafter referred to as “AMAZON
14 LOGISTICS”) was and is a Delaware corporation doing business at 3370 La Palma Ave., Anaheim, in
15 the County of Orange, State of California. At all relevant times, Defendant AMAZON LOGISTICS
16 employed 26 or more employees.

17
18 **DOES 1-20, INCLUSIVE**

19 14. DOES 1 to 20, inclusive, are now, and/or at all times mentioned in this Complaint were
20 licensed to do business and/or actually doing business in California.

21 15. Class Plaintiffs do not know the true names or capacities, whether individual, partner or
22 corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious
23 names pursuant to CCP §474.

24 16. Class Plaintiffs will seek leave of court to amend this Complaint to allege such names and
25 capacities as soon as they are ascertained.

26
27 **ALL DEFENDANTS**

28 17. Defendants, and each of them, are now and/or at all times mentioned in this Complaint

1 were in some manner legally responsible for the events, happenings, and circumstances alleged in this
2 Complaint.

3 18. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices,
4 wrongs, complaints, injuries and/or damages alleged in this Complaint.

5 19. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
6 were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing
7 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint
8 were acting within the course and scope of that agency, servitude and/or employment.

9 20. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
10 were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting
11 within the course and scope of, and in pursuance of said joint venture, partnership, and common
12 enterprise.

13 21. Defendants, and each of them, at all times mentioned in this Complaint, concurred and
14 contributed to the various acts and omissions of each and every one of the other Defendants in
15 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

16 22. Defendants, and each of them, at all times mentioned in this Complaint approved of,
17 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this
18 Complaint.

19 23. Defendants, and each of them, at all times mentioned in this Complaint, aided and abetted
20 the acts and omissions of each and every one of the other Defendants thereby proximately causing the
21 damages alleged in this Complaint.

22 24. Class Plaintiffs are informed and believe, and based thereupon allege, that Defendants,
23 and each of them, including those defendants named as DOES 1-20 acted in concert with one another to
24 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
25 another in the wrongful acts alleged herein, and/or attempted to do so. Class Plaintiffs are further
26 informed and believe, and based thereupon allege, that Defendants, and each of them, including those
27 defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan
28

1 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein
2 done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

3 25. Whenever and wherever reference is made in this complaint to any act or failure to act by
4 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
5 and/or failures to act by each Defendant acting individually, jointly and severally.

6
7 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

8 26. Class Plaintiffs are informed and believe, and based thereon allege, that there exists such
9 a unity of interest and ownership between ROUTE 64, AMAZON.COM, AMAZON LOGISTICS, and
10 DOES 1-20 (collectively "Defendants") that the individuality and separateness of Defendants have ceased
11 to exist.

12 27. Class Plaintiffs are informed and believe, and based thereon allege, that despite the
13 formation of purported corporate existence, ROUTE 64, AMAZON.COM, AMAZON LOGISTICS, and
14 DOES 1-20 are, in reality, one and the same including, but not limited to because;

15 a. ROUTE 64, AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20 are
16 completely dominated and controlled by one or the other, who personally committed the frauds and
17 violated the laws as set forth in this Complaint, and who have hidden and currently hide behind ROUTE
18 64, AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20 to perpetuate frauds, circumvent statutes,
19 or accomplish some other wrongful or inequitable purpose.

20 b. ROUTE 64, AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20 derive
21 actual and significant monetary benefits by and through ROUTE 64, AMAZON.COM, AMAZON
22 LOGISTICS, and DOES 1-20's unlawful conduct, and by using ROUTE 64, AMAZON.COM,
23 AMAZON LOGISTICS, and DOES 1-20 as the funding source for their own personal expenditures.

24 c. ROUTE 64, AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20, while
25 really one and the same, were segregated to appear as though separate and distinct for purposes of
26 perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
27 purpose.

28 d. ROUTE 64, AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20 do not

1 comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

2 e. The business affairs of ROUTE 64, AMAZON.COM, AMAZON LOGISTICS,
3 and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot
4 reasonably be segregated, and the same are in inextricable confusion. ROUTE 64, AMAZON.COM,
5 AMAZON LOGISTICS, and DOES 1-20 are, and at all times relevant hereto were used by ROUTE 64,
6 AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20 as a mere shell and conduit for the conduct
7 of certain ROUTE 64, AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20's affairs, and are, and
8 were, the alter ego of each other. The recognition of the separate existence of ROUTE 64,
9 AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20 would not promote justice, in that it would
10 permit ROUTE 64, AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20 to insulate themselves
11 from liability to Plaintiffs for violations of the Government Code, Labor Code, Business and Professions
12 Code, and other statutory violations. The corporate existence of ROUTE 64, AMAZON.COM,
13 AMAZON LOGISTICS, and DOES 1-20 should be disregarded in equity and for the ends of justice
14 because such disregard is necessary to avoid fraud and injustice to Plaintiffs herein.

15 28. Accordingly, ROUTE 64, AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20
16 constitute the alter ego of each other, and the fiction of their separate corporate existence must be
17 disregarded.

18 29. As a result of the aforementioned facts, Class Plaintiffs are informed and believe, and
19 based thereon allege that ROUTE 64, AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20 are
20 Plaintiffs' joint employers by virtue of a joint enterprise, and that Plaintiffs were employees of ROUTE
21 64, AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20. Class Plaintiffs performed services for
22 each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared
23 control of the responsibility and influence of Class Plaintiffs as an employee, either directly or indirectly,
24 and the manner in which ROUTE 64, AMAZON.COM, AMAZON LOGISTICS, and DOES 1-20's
25 business was and is conducted.

26 30. Alternatively, Class Plaintiffs are informed and believe and, based thereupon allege, that
27 as and between DOES 1-20 and ROUTE 64, AMAZON.COM, and AMAZON LOGISTICS, (1) there is
28 an express or implied agreement of assumption pursuant to which DOES 1-20 agreed to be liable for the

1 debts of ROUTE 64, AMAZON.COM, and AMAZON LOGISTICS, (2) the transaction between DOES
2 1-20 and ROUTE 64, AMAZON.COM, and AMAZON LOGISTICS amounts to a consolidation or
3 merger of entities, (3) DOES 1-20 is a mere continuation of ROUTE 64, AMAZON.COM, and
4 AMAZON LOGISTICS, or (4) the transfer of assets to DOES 1-20 is for the fraudulent purpose of
5 escaping liability for ROUTE 64, AMAZON.COM, and AMAZON LOGISTICS's debts. Accordingly,
6 DOES 1-20 are the successors of ROUTE 64, AMAZON.COM, and AMAZON LOGISTICS, and are
7 liable on that basis.

8 9 **CLASS ACTION ALLEGATIONS**

10 31. The Class Plaintiffs are entitled to the protections of the California Labor Code and the
11 Wage Order.

12 32. The Class Plaintiffs were not paid the legal minimum wage in the State of California as
13 set forth in Labor Code §1182.12 for all hours worked.

14 33. The Class Plaintiffs regularly worked in excess of 8 hours per day or 40 hours per week,
15 and were entitled to be paid overtime premiums for all hours worked over 8 hours in a single day or over
16 40 hours in a week. However, Class Plaintiffs were not paid overtime compensation.

17 34. The Class Plaintiffs were not permitted to take duty-free rest periods of at least ten minutes
18 every four hours worked, as required by California law. Class Plaintiffs were also not provided duty-free
19 meal periods of at least thirty minutes every five hours worked.

20 35. Defendants failed to maintain working conditions that comply with the Wage Order,
21 failed to timely provide them with accurate written wage statements, and failed to timely pay them
22 earned wages during and upon termination of employment.

23 36. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or
24 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
25 all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a
26 class action pursuant to CCP §382.

27 37. The putative classes that Class Plaintiffs will seek to certify are Defendants' similarly
28 situated individuals who are presently employed or were formerly employed as employees paid on an

1 hourly basis (including any of Defendants' job positions with substantially similar titles and/or duties)
2 in California from May 21, 2020 through trial who were not: (1) paid minimum wage for all hours
3 worked; (2) paid overtime compensation for all overtime hours worked; (3) provided legally compliant
4 meal periods, (4) provided legally compliant rest periods, (5) provided accurate wage statements, (6)
5 paid all earned wages timely upon termination of their employment.

6 38. In addition, Class Plaintiffs will seek to certify a subclass of those similarly situated
7 individuals who were formerly employed by Defendants as hourly employees in California from May
8 20, 2020 through trial who were terminated. Hereinafter, this is referred to as the "Terminated Employee
9 SubClass."

10 39. The Class and the Terminated SubClass are herein collectively referred to as the
11 "Classes."

12 40. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
13 to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at
14 such time when Class Plaintiffs seek to certify the Classes alleged herein.

15 41. Numerosity (CCP §382):

- 16 a. The potential quantity of members of the Classes as defined is so numerous that
17 joinder of all members is unfeasible and impractical;
18 b. The disposition of the claims of the members of the Classes through this class action
19 will benefit both the parties and this Court;
20 c. The quantity of members of the Classes is unknown to Class Plaintiffs at this time;
21 however, it is estimated that the membership of the Classes is greater than 40
22 individuals; and
23 d. The quantity and identity of such membership is readily ascertainable via inspection
24 of Defendants' records.

25 42. Superiority (CCP §382): The nature of this action and the nature of the laws available to
26 Class Plaintiffs make the use of the class action format particularly efficient and the appropriate
27 procedure to afford relief to Class Plaintiffs for the wrongs alleged herein, as follows:

- 28 a. California has a public policy which encourages the use of the class action device;

- 1 b. By establishing a technique whereby the claims of many individuals can be resolved
2 at the same time, the class suit both eliminates the possibility of repetitious litigation
3 and provides small claimants with a method of obtaining redress for claims which
4 would otherwise be too small to warrant individual litigation;
- 5 c. This case involves large corporate Defendants and a large number of individual Class
6 members with many relatively small claims and common issues of law and fact;
- 7 d. If each individual member of the Classes were required to file an individual lawsuit,
8 the large corporate Defendants would necessarily gain an unconscionable advantage
9 because Defendants would be able to exploit and overwhelm the limited resources of
10 each individual member of the Classes with Defendants' vastly superior financial and
11 legal resources;
- 12 e. Requiring each individual member of the Classes to pursue an individual remedy
13 would also discourage the assertion of lawful claims by the members of the Classes
14 who would be disinclined to pursue an action against Defendants because of an
15 appreciable and justifiable fear of retaliation and permanent damage to their lives,
16 careers, and well-being;
- 17 f. Proof of a common business practice or factual pattern, of which the members of the
18 Classes experienced, is representative of the Classes herein and will establish the right
19 of each of the members of the Classes to recover on the causes of action alleged
20 herein;
- 21 g. Absent class treatment, the prosecution of separate actions by the individual members
22 of the Classes, even if possible, would likely create:
- 23 i) a substantial risk of each individual Plaintiff presenting in separate,
24 duplicative proceedings the same or essentially similar arguments and
25 evidence, including expert testimony;
- 26 ii) a multiplicity of trials conducted at enormous expense to both the judicial
27 system and the litigants;
- 28

- iii) inconsistent or varying verdicts or adjudications with respect to the individual members of the Classes against Defendants;
- iv) potentially incompatible standards of conduct for Defendants; and
- v) potentially incompatible legal determinations with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

- h. The claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant thereto;
- i. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and
- j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

43. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as follows:

- a. Typicality: The claims of Plaintiff SANCHEZ are typical of the claims of all members of the Classes he seeks to represent because he has been subject to all the violations described herein, as have all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.
- b. Adequacy: Plaintiff SANCHEZ:
 - i) is an adequate representative of the Classes he seeks to represent;
 - ii) will fairly protect the interests of the members of the Classes;

- iii) has no interests antagonistic to the member of the Classes; and
- iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.

c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:

- i) Whether Defendants failed to pay Class Plaintiffs the minimum wage for all hours worked;
- ii) Whether Defendants failed to pay Class Plaintiffs overtime compensation for all overtime hours worked;
- iii) Whether Defendants failed and continue to fail to authorize and permit legally-requisite rest breaks to Class Plaintiffs in violation of the Labor code and Section 1 of the IWC Wage Orders;
- iv) Whether Defendants failed and continue to fail to authorize and permit legally-requisite meal periods to Class Plaintiffs in violation of the Labor Code and Section 1 of the IWC Wage Orders;
- v) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to Class Plaintiffs;
- vi) Whether Defendants are derivatively liable pursuant to Labor Code §203 to the Terminated Employee SubClass;
- vii) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent competition within the meaning of B&PC §17200, et seq.;
- viii) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent business practices within the meaning of B&PC §17200, et seq.;
- ix) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- x) Whether the members of the Classes are entitled to injunctive relief;
- xi) Whether the members of the Classes are entitled to restitution; and

xii) Whether Defendants are liable for attorneys' fees and costs.

44. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Ca1.3d 232, 238).

FIRST CAUSE OF ACTION
FOR FAILURE TO PAY WAGES DUE
LABOR CODE §§201, 226.7, 512, 1194
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS AND DOES-20, INCLUSIVE

45. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

46. At all relevant times, Defendants failed and refused to pay Class Plaintiffs wages earned and required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants routinely failed to pay Plaintiffs the minimum wage for all hours worked, failed to pay them overtime compensation for overtime hours worked, and failed to compensate them for missed rest and meal breaks.

47. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

48. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

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SECOND CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
LABOR CODE §§1182.12, 1194, 1194.2, 1197
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS AND DOES-20, INCLUSIVE

49. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

50. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Class Plaintiffs are entitled to at least the minimum wage for every hour worked.

51. In the four years immediately preceding the filing of this Complaint, Defendants failed and refused to pay Class Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code §1182.12.

a. From May 20, 2020 through trial, Class Plaintiffs worked hours without getting paid anything at all, not their regular hourly wage, or even the minimum wage.

52. Defendants' failure to pay the legal minimum wage to Class Plaintiffs as alleged herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Class Plaintiffs in a civil action for the unpaid balance of the full amount of the unpaid wages owed.

53. Pursuant to Labor Code §1194, Class Plaintiffs request that the court award reasonable attorneys' fees and costs incurred by Class Plaintiffs in this action.

54. In addition, pursuant to Labor Code §1194.2, Class Plaintiffs are entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, plus interest thereon.

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THIRD CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION
LABOR CODE §§510, 1194
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS AND DOES-20, INCLUSIVE

55. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

56. Labor Code §510 requires employers to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime compensation for the first eight hours of work done on the seventh consecutive day of work done in any work week and double-time compensation for any work done beyond the first eight hours on the seventh consecutive day of work.

57. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 9-2001.

58. At all relevant times, Class Plaintiffs were required to work more than eight hours per day and/or more than 40 hours per workweek.

59. At all relevant times, Defendants failed and refused to pay Class Plaintiffs all the overtime compensation required by Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 9-2001.

60. From May 20, 2020 through trial, Class Plaintiffs worked overtime hours each week, all of which should have been paid at 1.5 times their regular hourly wage rate at that time. Defendants failed to pay Class Plaintiffs the requisite overtime wages in the four years immediately preceding the filing of this complaint.

61. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

FOURTH CAUSE OF ACTION
FOR FAILURE TO AUTHORIZE AND PERMIT REST BREAKS
LABOR CODE §§226.7, 516
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

62. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

63. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof, and further prohibits an employer from requiring “an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

64. Labor Code §516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

65. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at a rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

66. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

67. The Class Plaintiffs sometimes worked over 4 hours per shift.

1 68. The Class Plaintiffs were entitled to a rest period of not less than 10 minutes prior to
2 exceeding 4 hours of employment.

3 69. As a matter of Defendants' established company policy, Defendants failed to always
4 authorize and permit all required rest periods established by Labor Code §226.7 and Labor Code §516
5 and Section 12 of the IWC Wage Order(s).

6 70. Pursuant to Section 12 of the IWC Wage Order(s) and Labor Code §226.7(b) which states
7 "if an employer fails to provide an employee a meal or rest period in accordance with an applicable order
8 of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay
9 at the employee's regular rate of compensation for each work day that the meal or rest period is not
10 provided," the Class Plaintiffs are entitled to damages in an amount equal to one (1) additional hour of
11 pay at each employee's regular rate of compensation for each work day that the rest period was not
12 provided.

13 71. Pursuant to Labor Code §218.6 and Civil Code § 3287, the Class Plaintiffs seek recovery
14 for prejudgment interest on all amounts recovered herein.

15
16 **FIFTH CAUSE OF ACTION**

17 **FOR FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS**

18 **LABOR CODE §§226.7, 512**

19 **(ON BEHALF OF THE CLASS PLAINTIFFS)**

20 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

21 72. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
22 forth in full herein.

23 73. Labor Code §512 requires employers to provide every employee with an uninterrupted
24 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

25 74. Class Plaintiffs regularly worked in excess of five hours per day and were thereby entitled
26 to take uninterrupted 30-minute meal periods on each day of work.

27 75. Defendants failed and refused to provide the Class Plaintiffs with uninterrupted meal and
28 rest periods, and failed to compensate Class Plaintiffs, and other similarly situated employees, for missed

1 meal and rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of
2 Regulations §11050 and Industrial Welfare Commission Order No. 9-2001, as follows.

3 76. Class Plaintiffs have been deprived of wages for missed meal breaks due in amounts to
4 be determined at trial.

5 77. As alleged herein, Class Plaintiffs are not exempt from the meal break requirements of 8
6 Code of Regulations §11050 and Industrial Welfare Commission Order No. 9-2001. Consequently,
7 Class Plaintiffs are owed one (1) hour of pay at his or her then regular hourly rate, or the requisite
8 minimum wage, whichever is greater, for each day that he or he was denied such meal periods.

9 78. Class Plaintiffs have been deprived of his or her rightfully earned compensation for
10 missed meal breaks as a direct and proximate result of Defendants' failure and refusal to pay said
11 compensation.

12 79. Thus, for the entirety of the time periods set forth above, Class Plaintiffs are entitled to
13 recover such amounts to be determined at trial pursuant to Labor Code §226.7(b), plus interest thereon
14 and costs of suit.

15
16 **SIXTH CAUSE OF ACTION**
17 **FOR FAILURE TO TIMELY FURNISH ACURATE ITEMIZED WAGE STATEMENTS**
18 **LABOR CODE §§226**
19 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
20 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

21 80. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
22 forth in full herein.

23 81. Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at the
24 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
25 check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal
26 check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
27 worked by the employee ... (4) all deductions ... (5) net wages earned, (6) the inclusive dates of the
28 period for which the employee is paid ... (8) the name and address of the legal entity that is the employer,

1 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate by the employee”

3 82. Further, the IWC Wage Orders §12(A) states in pertinent part: “(A) Every employer shall
4 keep accurate information with respect to each employee including the following: (3) Time records
5 showing when the employee begins and ends each work period. Meal periods, split shift intervals, and
6 total daily hours worked shall also be recorded ... (5) Total hours worked in the payroll period and
7 applicable rates of pay”

8 83. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §12(A), California
9 employers are required to maintain accurate records pertaining to the total hours worked for Defendants
10 by Class Plaintiffs, including but not limited to, beginning and ending of each work period, meal period
11 and split shift interval, the total daily hours worked, and the total hours worked per pay period and
12 applicable rates of pay.

13 84. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders
14 §12(A), Defendants did not and still do not furnish each of the Class Plaintiffs with an accurate itemized
15 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all
16 deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective
17 pay period and the corresponding number of hours worked at each hourly rate by each respective
18 individual and/or pertaining to the total hours worked for Defendants by the Class Plaintiffs, including
19 but not limited to, beginning and ending of each work period, meal period and split shift interval, the
20 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

21 85. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee
22 suffers injury if the employer fails to provide accurate and complete information as required by any one
23 or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain
24 requisite information without reference to other documents or information.

25 86. Here, the Class Plaintiffs suffered injury because Defendants failed to provide accurate
26 and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9) and the
27 Class Plaintiffs could not and cannot promptly and easily ascertain requisite information without
28 reference to other documents or information.

1 87. In addition, the Class Plaintiffs have suffered injury as a result of Defendants' failure to
2 maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs were not timely provided
3 written accurate itemized statements showing all requisite information, including but not limited to total
4 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code
6 §226 and the IWC Wage Orders §12(A), such that the Class Plaintiffs were misled by Defendants as to
7 the correct information regarding various items, including but not limited to total hours worked by the
8 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate.

10 88. The actual injuries suffered by the Class Plaintiffs as a result of Defendants' knowing
11 and intentional failure to maintain accurate records for the Class Plaintiffs include but are not limited to:

- 12 a. Confusion over whether they received all wages owed them by Defendants;
- 13 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 14 c. Being forced to engage in mathematical computations to analyze whether
- 15 Defendants' wages in fact compensated for all hours worked;
- 16 d. The inability to accurately calculate wage rates complicated by the fact that wage
- 17 statement information required by Labor Code §226 is missing;
- 18 e. That such practice prevents the Class Plaintiffs from being able to effectively
- 19 challenge information on their wage statements; and/or
- 20 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
- 21 required to collect and analyze the very information that California law requires.

22 89. Pursuant to Labor Code §226(e), the Class Plaintiffs are entitled to actual damages or
23 four thousand dollars (\$4,000.00), whichever is greater.

24 90. Pursuant to Labor Code §226(g), the currently-employed members of the Class Plaintiffs
25 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

26 91. Pursuant to Labor Code §226(e) and/or §226(g), the Class Plaintiffs are also entitled to
27 an award of costs and reasonable attorneys' fees.
28

SEVENTH CAUSE OF ACTION
FOR WAITING TIME PENALTIES

LABOR CODE §203

(ON BEHALF OF THE TERMINATED EMPLOYEE SUBCLASS)

AGAINST ALL DEFENDANTS AND DOES-20, INCLUSIVE

92. The Terminated Employee SubClass re-alleges and incorporates by reference the above paragraphs as though set forth in full herein.

93. Labor Code §203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

94. The members of the Terminated Employee SubClass are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

95. Defendants had a consistent and uniform policy, practice and procedure of willfully failing to pay the earned wages of Defendants' former employees, as set forth above, according to amendment or proof.

96. As set forth above, Defendants willfully failed to pay the members of the Terminated Employee SubClass their entire wages due and owing at the time of their termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

97. Defendants' willful failure to pay wages to the members of the Terminated Employee SubClass violates Labor Code §203 because Defendants knew or should have known wages were due to the members of the Terminated Employee SubClass, as set forth above, but Defendants failed to pay them.

98. Thus, the members of the Terminated Employee SubClass are entitled to recovery pursuant to Labor Code §203, as well as attorneys' fees and costs.

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1 **SECOND CAUSE OF ACTION**

2 **FOR UNFAIR COMPETITION**

3 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

4 **(ON BEHALF OF THE CLASS PLAINTIFFS)**

5 **AGAINST ALL DEFENDANTS AND DOES-20, INCLUSIVE**

6 99. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
7 though set forth in full herein.

8 100. B&PC §17200 provides in pertinent part “[U]nfair competition shall mean and include
9 any unlawful, unfair or fraudulent business act....”

10 101. B&PC §17205 provides that unless otherwise expressly provided, the remedies or
11 penalties provided for unfair competition “are cumulative to each other and to the remedies or penalties
12 available under all other laws of this state.”

13 102. B&PC §17204 provides that an action for relief from unfair competition may be
14 prosecuted by any person who has suffered injury in fact and has lost money or property as a result of
15 such unfair competition.

16 103. Defendants’ have engaged in unlawful, unfair and fraudulent business acts or practices
17 prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the
18 complaint, thereby depriving Plaintiffs of the minimum working standards and conditions due to them
19 under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

20 104. Defendants have engaged in unfair business practices in California by practicing,
21 employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by
22 requiring employees to perform the labor services complained of herein without the requisite
23 compensation.

24 105. Defendants’ use of such practices constitutes an unfair business practice, unfair
25 competition and provides an unfair advantage over Defendants’ competitors.

26 106. Plaintiffs have suffered injury in fact and have lost money or property as a result of such
27 unfair competition.

28 107. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to

1 restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair
2 practices complained of herein.

3 108. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will
4 continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

5 109. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction
6 prohibiting Defendants from engaging in the foregoing conduct.

7 110. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary
8 relief sought from Defendants.

9
10 **NINTH CAUSE OF ACTION**
11 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT**
12 **LABOR CODE §2699**
13 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
14 **AGAINST ALL DEFENDANTS AND DOES-20, INCLUSIVE**

15 111. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
16 forth in full herein.

17 112. Under Labor Code §2699, Class Plaintiffs, as aggrieved employees, may bring an action
18 against Defendants, on behalf of himself and other current or former employees, seeking statutory civil
19 penalties for Defendants' violations of the California Labor Code.

20 113. Class Plaintiffs were aggrieved employees within the meaning of Labor Code §2699(a)
21 and 2699.3(a), as Defendants have committed multiple California Labor Code violations against them,
22 as pleaded hereinabove in this Complaint.

23 114. On August 22, 2023, more than 65 calendar days before filing this Complaint, Class
24 Plaintiffs provided written notice by online filing to the Labor and Workforce Development Agency
25 (“LWDA”) and to Defendants ROUTE 64, AMAZON.COM, and AMAZON LOGISTICS of the specific
26 provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of
27 Labor Code §2699.3(a). These violations included Labor Code §§ 201, 202, 203, 226, 226.7, 226.8, 510,
28 512, 1174, 1182.12, 1194, 1194.2, 1197, each of which is enumerated among the serious violations set

1 forth in Labor Code §2699.5.

2 115. Under Labor Code §2699.3(c)(2)(A), Defendants may cure alleged violations within 33
3 calendar days of the postmarked date of the written notice sent by Class Plaintiffs. As of the filing of this
4 Complaint, Defendants have not cured such violations within the specified time period. Consequently,
5 Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

6 116. As of the filing of this Complaint, and more than 65 days have passed since Class
7 Plaintiffs' written notice to the LWDA, Class Plaintiffs have not received any response from the LWDA
8 on its intent to pursue an action against Defendants. Consequently, Class Plaintiffs may now commence
9 a civil action pursuant to Labor Code §2699.3.

10 117. As a direct and proximate result of Defendants' California Labor Code violations as set
11 forth in this Complaint, pursuant to Labor Code §2699(f) (for those Labor Code sections that do not
12 expressly provide for a penalty), Plaintiffs are entitled to civil penalties of \$100 for each aggrieved
13 employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period
14 for each subsequent violation, and civil penalties provided by the specific Labor Code sections that do
15 expressly provide for a penalty, §§201, 226, 226.3, 246.5, and 558.

16 118. Plaintiffs, as a personal representative of the general public, will and does seek to recover
17 any and all penalties for each and every violation shown to exist or to have occurred during the one year
18 period before Plaintiffs filed Notice with the LWDA of his intent to bring this action, in an amount
19 according to proof, as to those penalties that are otherwise only available to public agency enforcement
20 actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the
21 penalties recovered being reimbursed to the State of California and the LWDA. Plaintiffs are also entitled
22 to reasonable attorney's fees and costs, and 25% of the recovered civil penalties, pursuant to Labor Code
23 §§2699(g)(1)-(i). This PAGA claim under Labor Code §2699 and §2699.3 *et seq.*, does not require class
24 certification as it is brought pursuant to the Private Attorneys General Act.

25 ///

26 ///

27 ///

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiffs pray:

3 1. That the Court issue an Order certifying the Classes herein, appointing the named
4 Plaintiff SANCHEZ as representative of all others similarly situated, and appointing the law firm(s)
5 representing the named Plaintiff SANCHEZ as counsel for the Class Plaintiffs;

6
7 As to the First Cause of Action for Failure to Pay Wages:

- 8 a. For recovery of the unpaid balance of the full amount of wages due and owing, according
9 to proof;
- 10 b. For prejudgment interest as allowed by Labor Code §§201, 226.7, 512, 558, 1182.12, 1194,
11 1194.2;
- 12 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
13 Labor Code §1194(a);

14
15 As to the Second Cause of Action for Failure to Pay Minimum Wage:

- 16 a. For recovery of the unpaid balance of the full amount of minimum wages due and owing,
17 according to proof;
- 18 b. For prejudgment interest as allowed by Labor Code § 510;
- 19 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
20 Labor Code §1194(a);

21
22 As to the Third Cause of Action for Failure to Pay Overtime Compensation:

- 23 a. For recovery of the unpaid balance of the full amount of overtime wages due and owing,
24 according to proof;
- 25 b. For prejudgment interest as allowed by Labor Code § 510;
- 26 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
27 Labor Code §1194(a);

1 As to the Fourth Cause of Action for Failure to Authorize and Permit Rest Periods:

- 2 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
3 Rest Period Class for each workday that a paid rest period was not provided
4 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;
5

6 As to the Fifth Cause of Action for Failure to Authorize and Permit Meal Periods:

- 7 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
8 Meal Period Class for each workday that a meal period was not provided;
9 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287
10

11 As to the Sixth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

- 12 a. For damages according to proof;
13 b. For recovery as authorized by Labor Code §226(e) and 226.3;
14 c. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or
15 §226(g);
16

17 As to the Seventh Cause of Action for Derivative Violations of Labor Code §203:

- 18 a. For recovery as authorized by Labor Code §203;
19 b. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §203 and/or
20 Labor Code §1194(a);
21

22 As to the Eighth Cause of Action for Unfair Business Practices:

- 23 a. For an accounting, under the administration of Plaintiffs and/or the receiver and subject to
24 Court review, to determine the amount to be returned by Defendants, and the amounts to be
25 refunded to members of the Classes who are owed monies by Defendants;
26 b. For an Order requiring Defendants to identify each of the members of the Classes by name,
27 home address, home telephone number, cell phone number, and, if available, email address;
28

- c. For an Order requiring Defendants to make full restitution and payment pursuant to California law;
- d. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from engaging in the acts complained of herein;
- e. For all other appropriate injunctive, declaratory and equitable relief;
- f. For interest to the extent permitted by law;
- g. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code §1194 and/or any other applicable provision of law;

As to the Ninth Cause of Action for PAGA Penalties, Labor Code §2699 et seq.:

- a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- b. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and apart from other penalties in the Labor code, as follows: (i) For any violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period for the employee was underpaid, and an additional penalty amount sufficient to recover underpaid wages; (ii) For each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee for each pay period for which the employee was underpaid, and an additional penalty amount sufficient to recover the underpaid wages; and (iii) for these amounts to be paid to the aggrieved employees;
- c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §2699(g)(1) and any other applicable statute;

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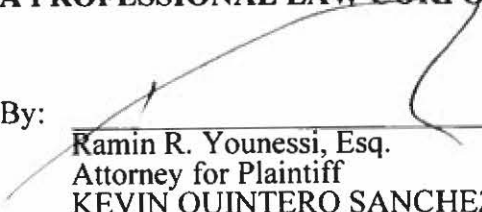
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1 As to All Causes of Action:

- 2 a. For such relief as this Court may deem just and proper, including reasonable attorneys' fees
3 and costs incurred.
4

5 DATED: May 30, 2024
6

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

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8 By: 

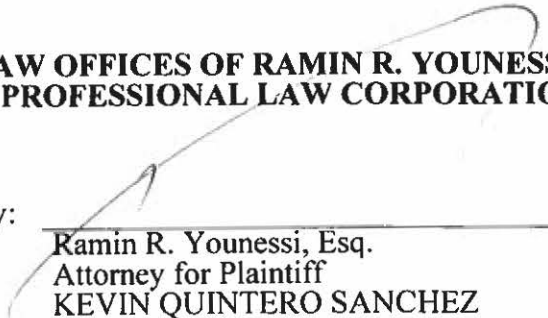
Ramin R. Younessi, Esq.
Attorney for Plaintiff
KEVIN QUINTERO SANCHEZ, on behalf of
all others similarly situated, and also on behalf
of aggrieved employees
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14 **JURY TRIAL DEMANDED**

15 Plaintiff demands trial of all issues by jury.
16

17 DATED: May 30, 2024
18

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

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20 By: 

Ramin R. Younessi, Esq.
Attorney for Plaintiff
KEVIN QUINTERO SANCHEZ
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