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17 on behalf of the general public as private attorney general

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

20 RODNEY CHRIS DE LA CRUZ,, on behalf
21 of the general public as private attorney
22 general,

23 Plaintiff,

24 v.

25 RALPHS GROCERY COMPANY, an Ohio
26 Corporation and DOES 1-50, inclusive,

27 Defendants.
28

CASE NO.:

**[PROPOSED] PAGA
REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff RODNEY CHRIS DE LA CRUZ (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants RALPHS GROCERY COMPANY (“Ralphs”), and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to timely pay wages upon termination, failing to provide accurate itemized wage statements, and (e) failure to indemnify necessary business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendants are doing business throughout California, including but
6 not limited to Los Angeles County, and each Defendant is within the jurisdiction of this Court for
7 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
8 all other aggrieved employees within the State of California. Defendants employ numerous
9 aggrieved employees in in the State of California.

10 6. On information and belief, Defendants have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendant consistently maintained and enforced against
21 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws:) failure to pay wages including
23 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
24 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
25 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
26 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
27 additional hour's of pay in lieu of providing a rest period; (d) failing to timely pay wages upon
28 termination, failing to provide accurate itemized wage statements, and (e) failure to indemnify

1 necessary business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
2 on behalf of the general public as private attorney general and all other aggrieved employees.

3 9. Plaintiff on behalf of the general public as private attorney general and all other
4 aggrieved employees bring this action pursuant to Labor Code 2698, *et. seq.* for violations
5 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.7, 226.3, 1174,
6 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest, attorneys' fees and
7 costs

8 **III. PARTIES**

9 10. Plaintiff DE LA CRUZ was at all times relevant to this action a resident of
10 California. Plaintiff was employed by Defendants in approximately July 2019 as a Non-Exempt
11 Employee with the title of Order Selector until his separation from Defendants' employ in
12 approximately July 2025. Plaintiff's duties included but were not limited to distribution/warehouse
13 tasks such as selecting products and building pallets for delivery.

14 11. Defendants RALPHS own and operate grocery stores across and
15 warehouse/distribution centers in California. Plaintiff estimates there are in excess of 100 Non-
16 Exempt Employees who work or have worked for Defendants over the last year.

17 12. Other than identified herein, Plaintiff is unaware of the true names, capacities,
18 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
19 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
20 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
21 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
22 are ascertained.

23 13. Plaintiff is informed and believes and thereon alleges that each defendant, directly
24 or indirectly, or through agents or other persons, employed Plaintiff and other members of
25 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
26 Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects
27 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
28 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally

1 attributable to the other defendants.

2 14. On information and belief, Defendants willfully failed to pay all earned wages in
3 the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-
4 Exempt Employees and members of the Representative Group; nor have Defendants returned to
5 Plaintiff or members of the Representative Group, upon or after separation from employment with
6 Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
7 on behalf of the general public as private attorney general and all other aggrieved employees.

8 **IV. GENERAL ALLEGATIONS**

9 15. At all times set forth herein, Defendants employed Plaintiff and other persons in the
10 capacity of non-exempt positions, however titled, throughout the state of California.

11 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
12 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
13 rules and regulations of the IWC California Wage Orders.

14 17. Defendants continue to employ Non-Exempt Employees, however titled, in
15 California and implement a uniform set of policies and practices to all non-exempt employees, as
16 they were all engaged in the generic job duties related to Defendants' warehouse and distribution
17 center operations.

18 18. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
19 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
20 of the requirements of California's wage and employment laws.

21 19. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
22 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
23 week.

24 20. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
25 Employees based upon an hourly rate.

26 21. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
27 Employees typically worked five (5) days a week of shifts of approximately 9 hours a day.

28 22. Plaintiff is informed and believes that the Aggrieved Employees were required to

1 keep similar schedules.

2 23. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
3 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum
4 and overtime wages.

5 24. Defendants failed to compensate Plaintiff for off the clock work. For instance,
6 Plaintiff and Aggrieved Employees underwent security checks each and every day, which is time
7 that Defendants do not compensate Plaintiff and the Aggrieved Employees for. Further, during the
8 COVID pandemic, Plaintiff and Aggrieved Employees were also subject to COVID screenings
9 each and every day which was required prior to being permitted to clock in for their shifts.
10 Defendants also failed to compensate Plaintiff and Aggrieved Employees for time spent
11 undergoing COVID nasal swab testing and obtaining COVID vaccinations. Defendants' failure to
12 compensate Plaintiff and Aggrieved Employees for these above instances resulted in a
13 disproportionate underpayment of minimum and overtime wages.

14 25. During the relevant time, as a consequence of Defendants' staffing and scheduling
15 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
16 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
17 meal periods on shifts over five hours as required by law.

18 26. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
19 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
20 and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
21 required by law. Plaintiff and Aggrieved Employees worked more than ten hours a day on a
22 consistent and regular basis during the relevant time period without any second meal periods.

23 27. On information and belief, Plaintiff and Aggrieved Employees did not waive their
24 rights to meal periods under the law.

25 28. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
26 meal periods.

27 29. Despite the above-mentioned meal period violations, Defendants failed to
28 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,

1 one additional hour of pay at their regular rate as required by California law when meal periods
2 were not timely or lawfully provided in a compliant manner.

3 30. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
4 should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were
5 entitled to receive premium wages based on their regular rate of pay under California Labor Code
6 § 226.7 but were not receiving such compensation.

7 31. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
8 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
9 period for every four hours worked or major fraction thereof, which is a violation of the California
10 Labor Code and IWC wage order.

11 32. Defendants maintained and enforced scheduling practices, policies, and imposed
12 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
13 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
14 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
15 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

16 33. Despite the above-mentioned rest period violations, Defendants did not compensate
17 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
18 pay at their regular rate as required by California law, including California Labor Code § 226.7
19 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
20 and permitted.

21 34. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
23 thereof for resignations without prior notice as the case may be they had a duty to accurately
24 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
25 meal and rest period premiums, owed to Plaintiff and Aggrieved Employees which Defendants
26 had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or
27 intentionally failed to do so in part because of the above-specified violations. For instance,
28 Plaintiff's last paycheck was not provided until approximately four (4) days after Plaintiff's

1 termination from Defendants' employ.

2 35. Defendants also failed to provide accurate, lawful itemized wage statements to
3 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
4 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
5 worked, including premiums due and owing for meal and rest period violations, gross pay and net
6 pay figures from Plaintiff and the Aggrieved Employees' wage statements.

7 36. Defendants also failed to reimburse Plaintiff and Aggrieved Employees for
8 business expenses incurred pursuant to Labor Code section 2802. For instance, Plaintiff and
9 Aggrieved Employees were required to use their personal cellphones to utilize Defendants' work
10 applications such as Kronos and Feed. Defendants did not reimburse Plaintiff or Aggrieved
11 Employees for the use of personal cellphones. Lastly, Defendants did not reimburse Plaintiff and
12 Aggrieved Employees for the purchase of necessary protective equipment, such as gloves and face
13 masks for use in freezers. Despite the realities of Plaintiff and Aggrieved Employees work duties,
14 Defendants failed to reimburse these necessary business expenses incurred.

15 37. Upon information and belief, Defendants knew and or should have known that it is
16 improper to implement policies and commit unlawful acts such as:

17 (a) requiring employees to work four (4) hours or a major fraction thereof without
18 being provided a minimum ten (10) minute rest period and without compensating the employees
19 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
20 rest period was not provided;

21 (b) failing to pay all wages including overtime wages;

22 (c) failing to provide accurate itemized wage statements; and

23 (d) failing to reimburse business expenses.

24 38. In addition to the violations above, and on information and belief, Defendants knew
25 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
26 herein and that Defendants had the financial ability to pay such compensation, but willfully,
27 knowingly, recklessly, and/or intentionally failed to do so.

28 39. Plaintiff and Aggrieved Employees they seek to represent are covered by, and

1 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
2 Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding
3 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

4 **VI. REPRESENTATIVE CLAIMS**

5 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

6 40. Plaintiff incorporates by reference and re-alleges each and every allegation
7 contained above, as though fully set forth herein.

8 41. On March 23, 2026 Plaintiff complied with notice requirements pursuant to Labor
9 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
10 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
11 the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
12 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
13 representative capacity. The substance and violations set forth in this Complaint of which the
14 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
15 Action Complaint to the LWDA.

16 42. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
17 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
18 Employees of Defendants.

19 43. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
20 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
21 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.7, 226.3, 1174,
22 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and
23 California Code of Regulations, Title 8, section 11000 *et. seq.*

24 44. At all times relevant, Plaintiff and all other aggrieved employees regularly
25 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
26 rest break requirements of the applicable IWC wage order and the Labor Code.

27 45. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
28 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours

1 worked.

2 46. For the violations below, Plaintiff and the Representative Aggrieved Employees are
3 entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

4 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

5 47. At all times relevant, the IWC wage orders applicable to Plaintiff and the
6 Aggrieved Employees require employers to pay its employees for each hour worked at least
7 minimum wage. "Hours worked" means the time during which an employee is subject to the
8 control of an employer, and includes all the time the employee is suffered or permitted to work,
9 whether or not required to do so, and in the case of an employee who is required to reside on the
10 employment premises, that time spent carrying out assigned duties shall be counted as hours
11 worked.

12 48. At all relevant times, Labor Code §1197 provides that the minimum wage for
13 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
14 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
15 and Labor Code, Plaintiff and Aggrieved Employees are to be paid minimum wage for each hour
16 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
17 and Aggrieved Employees' employment by Defendants provided that employees working for
18 more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime
19 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
20 excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works
21 more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the
22 regular rate of pay.

23 49. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons
24 acting individually as an officer, agent, or employee of another person, who pays or causes to be
25 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
26 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
27 damages payable to the employee, and any applicable penalties pursuant to Section 203.

28 50. Labor Code §510 codifies the right to overtime compensation at the rate of one and

1 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
2 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
3 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
4 seventh day of work in a particular work week.

5 51. At all times relevant, Plaintiff and Aggrieved Employees regularly performed non-
6 exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR §
7 11000, et. seq. and the Labor Code.

8 52. At all times relevant, Plaintiff and Aggrieved Employees were not compensated for
9 all time worked as a result of off-the-clock work imposed resulting in an underpayment of
10 minimum wages. Plaintiff and Aggrieved Employees also consistently worked in excess of eight
11 (8) hours in a day and/or forty (40) hours in a week and Defendant's failed to accurately calculate
12 overtime pay to Plaintiff and Aggrieved Employees.

13 53. Accordingly, Defendants owe Plaintiff and Aggrieved Employees minimum wages,
14 and have failed to pay Plaintiff and Aggrieved Employees the overtime wages owed.

15 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

16 54. Pursuant to Labor Code §512, no employer shall employ an employee for a work
17 period of more than five (5) hours without providing a meal break of not less than thirty (30)
18 minutes in which the employee is relieved of all of his or her duties. An employer may not
19 employ an employee for a work period of more than ten (10) hours per day without providing the
20 employee with a second meal period of not less than thirty (30) minutes, except that if the total
21 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
22 consent of the employer and the employee only if the first meal period was not waived.

23 55. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
24 employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of
25 the work of the employee must prevent an employee from being relieved of all duties relating to
26 his or her work for the employer and the employees must consent in writing to the "on duty" meal
27 period. On information and belief, Plaintiff and Aggrieved Employees did not consent in writing
28 to an "on duty" meal period. Further, the nature of the work of Plaintiff and Aggrieved

1 Employees was not such that they were prevented from being relieved of all duties. Despite the
2 requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved Employees'
3 employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide
4 Plaintiff and Aggrieved Employees with all their statutorily authorized meal periods.

5 56. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
6 provide Plaintiff and Aggrieved Employees, timely and uninterrupted meal periods of not less than
7 thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved
8 Employees' employment by Defendants. As a proximate result of the aforementioned violations,
9 Plaintiff and the other Aggrieved Employees have been damaged in an amount according to proof
10 at time of trial.

11 57. By their failure to provide a compliant meal period for each shift worked over five
12 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
13 (10) hours per day by Plaintiff and the Aggrieved Employees, and by failing to provide
14 compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated
15 the provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

16 58. Plaintiff and the Aggrieved Employees Plaintiff seeks to represent did not
17 voluntarily or willfully waive meal periods and were regularly required to work shifts without
18 being provided all of their legally required meal periods. Defendants created a working
19 environment in which Plaintiff and Aggrieved Employees were not provided all of their meal
20 periods due to shift scheduling and/or work related demands placed upon them by Defendants as
21 well as a lack of sufficient staffing to meet the needs of Defendants' business as discussed above.
22 On information and belief, Defendants' implemented a policy and practice which resulted in
23 systematic and companywide violations of the Labor Code. On information and belief,
24 Defendants' violations have been widespread throughout the liability period and will be evidenced
25 by Defendants' time records for the Aggrieved Employees.

26 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

27 59. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
28 employment by Defendants, "Every employer shall authorize and permit all employees to take rest

1 periods, which insofar as practicable shall be in the middle of each work period.... [The]
2 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
3 minutes net rest time per four (4) hours worked or major fraction thereof... Authorized rest period
4 time shall be counted as hours worked, for which there shall be no deduction from wages.” Labor
5 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
6 mandated by an applicable order of the IWC.

7 60. Defendants were required to authorize and permit employees such as Plaintiff and
8 Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10)
9 minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from
10 wages. Despite said requirements of the IWC wage orders applicable to Plaintiff’s and Aggrieved
11 Employees’ employment by Defendants, Defendants failed and refused to authorize and permit
12 Plaintiff and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours
13 worked, or major fraction thereof.

14 61. On information and belief Defendants created a working environment in which
15 Plaintiff and Aggrieved Employees were not provided all of their rest periods due to shift
16 scheduling and/or work related demands placed upon them by Defendants as well as a lack of
17 sufficient staffing to meet the needs of Defendants’ business as discussed above. On information
18 and belief, Defendants implemented a policy and practice which resulted in systematic and
19 companywide violations of the Labor Code. On information and belief, Defendants’ violations
20 have been widespread throughout the liability period.

21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

22 62. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
23 statements all deductions from payment of wages and to accurately report total hours worked by
24 Plaintiff and Aggrieved Employees including applicable hourly rates and reimbursement expenses
25 among other things. Defendants have knowingly and intentionally failed to comply with Labor
26 Code section 226 and 204 on wage statements that have been provided to Plaintiff and Aggrieved
27 Employees.

28 63. IWC Wage Orders require Defendants to maintain time records showing, among

1 others, when the employee begins and ends each work period, meal periods, split shift intervals
2 and total daily hours worked in an itemized wage statement, and must show all deductions and
3 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
4 Aggrieved Employees. On information and belief, Defendants have failed to record all or some of
5 the items delineated in Industrial Wage Orders and Labor Code §226.

6 64. Defendants have failed to accurately record all time worked.

7 65. Defendants have also failed to accurately record the meal and rest period premiums
8 owed and all wages owed per pay period.

9 66. Plaintiff and Aggrieved Employees have been injured as they were unable to
10 determine whether they had been paid correctly for all hours worked per pay period among other
11 things.

12 67. Pursuant to Labor Code section 226, Plaintiff and Aggrieved Employees are
13 entitled up to a maximum of \$4,000 each for record keeping violations.

14 68. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
15 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
16 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
17 for each violation in a subsequent citation, for which the employer fails to provide the employee a
18 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

19 **FAILURE TO TIMELY PAY WAGES UPON TERMINATION**

20 69. Plaintiff incorporates and re-alleges each and every allegation contained above as
21 though fully set forth herein.

22 70. California Labor Code §§ 201-202 requires an employer who discharges an
23 employee to pay compensation due and owing to said employee immediately upon discharge and
24 that if an employee voluntarily leaves his or her employment, his or her wages shall become due
25 and payable not later than seventy-two (72) hours thereafter, unless the employee has given
26 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
27 is entitled to his or her wages on their last day of work.

28 71. California Labor Code § 203 provides that if an employer willfully fails to pay

1 compensation promptly upon discharge, as required by California Labor Code §§ 201-202, the
2 employer is liable for waiting time penalties in the form of continued compensation for up to thirty
3 (30) work days.

4 72. During the relevant time period, Defendants willfully failed and refused, and
5 continue to willfully fail and refuse, to pay Plaintiff and Class Members their wages, earned and
6 unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily
7 leaving Defendants' employ. These wages include regular and overtime wages and meal and rest
8 break premiums.

9 73. As a result, Defendants are liable to Plaintiff and members of the Non-Exempt
10 Production Employee class for waiting time penalties pursuant to California Labor Code § 203, in
11 an amount according to proof at the time of trial.

12 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

13 74. Plaintiff incorporates and re-alleges each and every allegation contained above as
14 though fully set forth herein.

15 75. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Aggrieved
16 Employees for necessary expenditures incurred in direct consequences of the discharge of his or
17 her duties. As a necessary part of employment, Plaintiff and on information and belief Aggrieved
18 Employees, were not adequately reimbursed by Defendants for expenses related to personal
19 cellphone usage and purchase of safety equipment as described above, which was incurred as a
20 direct consequence of the discharge of duties by Plaintiff and Aggrieved Employees. Despite these
21 realities of the job, Defendants failed to provide reimbursements.

22 76. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
23 implied, made by any employee to waive the benefits of this article or any part thereof is null and
24 void, and this article shall not deprive any employee or his or her personal representative of any
25 right or remedy to which he is entitled under the laws of this State."

26 77. As a result of the unlawful acts of Defendants, Plaintiff and the Aggrieved
27 Employees have been deprived of un-reimbursed expense amounts to be determined at trial, and
28 are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees,

1 and costs, pursuant to Labor Code § 2802.

2 **FAILURE TO MAINTAIN ACCURATE RECORDS**

3 78. Additionally, Defendants have no accurate records relating to aggrieved
4 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
5 period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants
6 failed to maintain accurate records relating to hours worked daily in violation of Labor Code
7 sections 1174(d), 1174.5.

8 **PRAYER FOR RELIEF**

9 As a result of Defendants' unlawful conduct and pursuant to Labor Code section 2699(a)
10 Plaintiff and Aggrieved Employees are entitled to civil penalties for which Defendants are liable
11 due to numerous Labor Code violations as set forth in this Complaint, including without limitation
12 Labor Code section 201-203, 510, 512, 558, 226, 226.7, 226.3, 246, 1174, 1174.5, 1175, 1194,
13 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and California Code of
14 Regulations, Title 8, section 11000 *et. seq.*

15 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 16 1. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;
17 2. For reasonable attorneys' fees and costs; and
18 3. For such other and further relief as the Court deems proper.

19
20
21 Dated: March 23, 2026

JAMES HAWKINS APLC

22 By: _____

23 JAMES R. HAWKINS, ESQ.
24 GREGORY MAURO, ESQ.
25 MICHAEL CALVO, ESQ.
26 LAUREN FALK, ESQ.
27 AVA ISSARY, ESQ.

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CRUZ on behalf of the general public as private
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