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FILED/ENDORSED

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

VANESSA RUIZ, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

SYMBOTIC LLC, a Delaware Limited
Liability Company; SYMBOTIC, INC., a
Delaware Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 23CV008326

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. California Equal Pay Act Violations (Labor Code § 1197.5)
10. Private Attorneys General Act

DEMAND FOR JURY TRIAL

Plaintiff VANESSA RUIZ ("Plaintiff"), on behalf of herself and all other similarly situated employees, hereby files this First Amended Complaint against Defendants SYMBOTIC LLC, a Delaware Limited Liability Company; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff allege the following:

1 **INTRODUCTION**

2 1. This is a class action and a Private Attorneys General Act ("PAGA") lawsuit brought by
3 Plaintiff for failure to provide overtime wages, failure to provide minimum wages, meal and rest period
4 violations, wage statement violations, waiting time penalties, failure to reimburse expenses, untimely
5 payment of wages, unfair competition, and California Equal Pay Act violations.

6 **JURISDICTION AND VENUE**

7 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
8 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
9 Labor Code, California Business and Professions Code, and Wage Orders.

10 3. Venue in Sacramento County is proper pursuant to Civil Procedure Code §§ 395(a),
11 395.2, and/or 395.5, in that Defendants are foreign entities and have not designated any county in
12 California as being where they maintain their principal offices.

13 4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to
14 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
15 of herself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
16 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
17 ("LWDA") on approximately September 8, 2023. Plaintiff provided facts and legal bases for his claims
18 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
19 of action. Plaintiff also submitted the \$75.00 filing fee. The September 8, 2023, notice was also sent via
20 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
21 Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
22 pursuant to the Private Attorneys General Act ("PAGA") and may bring this action on behalf of herself
23 and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),
24 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).
25 Aggrieved Employees include, but is not limited to the following: all individuals who have worked, or
26 continue to work, for Defendants in California as non-exempt employee at any time from September 8,
27 2022 to the present.

1 **PARTIES**

2 5. VANESSA RUIZ is an individual over the age of eighteen (18) and is a resident of
3 the State of California.

4 6. On information and belief, Plaintiff alleges, SYMBOTIC LLC, is now and/or at all
5 times mentioned in this Complaint was a Delaware Limited Liability Company and the owner and
6 operator of an industry, business and/or facility doing business in the State of California.

7 7. On information and belief, Plaintiff alleges, SYMBOTIC, INC. is now and/or at all
8 times mentioned in this Complaint was a Delaware Corporation and the owner and operator of an
9 industry, business and/or facility doing business in the State of California.

10 8. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
11 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
12 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
13 names and capacities of these DOE Defendants when they are ascertained.

14 9. At all times mentioned herein, each Defendant was the agent or employee of each of the
15 other Defendants and was acting within the course and scope of such agency or employment. The
16 Defendants are jointly and severally liable to Plaintiff.

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

21 11. Defendants, and each of them, now and/or at all times mentioned in this Complaint
22 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

23 12. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
24 wrongs, complaints, injuries and/or damages alleged in this Complaint.

25 **CLASS ALLEGATIONS**

26 13. Plaintiff brings the First through Ninth Causes of Action on behalf of herself and all
27 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
28 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

1 All individuals who have worked, or continue to work, for Defendants in
2 California as a non-exempt employee at any time from September 11,
3 2019, to the present.

4 14. This action has been brought and may be properly maintained as a class action,
5 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
6 defined community of interests in the litigation and the proposed class is easily ascertainable.

7 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
8 is impracticable under the circumstances of this case. While the exact number of class
9 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
10 Defendants have employed as many as fifty (50) individuals falling within the above
11 stated class definition throughout the State of California during the applicable statute of
12 limitations, who were subjected to the policies and practices outlined in this Complaint.
13 As such, joinder of all members of the putative class is not practicable.

14 (b) Common Questions Predominate: Common questions of law and fact exist as to all
15 members of the putative class and predominate over questions that affect only individual
16 members of the class. These common questions of law and fact include, without
17 limitation, the following:

- 18 (1) Whether Defendants maintained accurate payroll records;
- 19 (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
20 class members were not paid all overtime wages owed;
- 21 (3) Whether Defendants paid Plaintiff and putative class members for all hours
22 worked;
- 23 (4) Whether Defendants failed to correctly calculate the regular rate of pay for
24 premium wage purposes such as overtime, double time, meal and rest period
25 premiums, and sick leave wages;
- 26 (5) Whether Defendants failed to pay meal and rest period premiums for meal and
27 rest period violations;
- 28 (6) Whether Defendants failed to reimburse Plaintiff and putative class members for
the use of personal cell phone, internet, and personal cars for work purposes;

- 1 (7) Whether as a result of Defendants' policies and practices Plaintiff's and putative
2 class members received all wages, due and owing, at the time of their termination
3 or separation; and
4 (8) Whether Defendants provided Plaintiff's and putative class members with wage
5 statements that complied with Labor Code section 226.

6 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
7 class. The putative class also sustained damages arising out of Defendants' common
8 course of conduct in violation of the law as complained of herein. Plaintiff and all
9 members of the putative class were non-exempt employees who were not paid all
10 minimum wages owed, overtime wages owed, meal and rest period premiums, as a result
11 of Defendants' policies and practices resulting in inaccurate wage statements that did not
12 itemize the accurate minimum wages owed, overtime wages owed, meal and rest period
13 premiums, and sick leave wages. Additionally, Defendants issued Plaintiff and all
14 members of the putative class wage statements that did not comply with Labor Code
15 section 226. As a result, Plaintiff and each member of the putative class will have
16 suffered the same type of harm and seek the same type of recovery based on the same
17 legal theories.

18 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
19 putative class. For all relevant times, Plaintiff resided in California and worked for
20 Defendants in California. Moreover, Plaintiff is an adequate representatives of the
21 putative class as Plaintiff has no interests that are adverse to those of putative class
22 members. Additionally, Plaintiff has retained counsel who has substantial experience in
23 complex civil litigation and wage and hour matters.

24 (e) Superiority: A class action is superior to other available means for the fair and efficient
25 adjudication of the controversy since individual joinder of all members of the putative
26 class is impracticable. Class action treatment will permit a larger number of similarly
27 situated persons to prosecute their common claims in a single forum simultaneously,
28 efficiently, and without the unnecessary duplication of effort and expense that numerous

1 individual actions would engender. Further, as damages suffered by each individual
2 member of the class may be relatively small, the expenses and burden of the individual
3 litigation would make it difficult or impossible for individual members of the class to
4 redress the wrongs done to them, and an important public interest will be served by
5 addressing the matter as a class action. The cost to the court system of adjudication of
6 such individualized litigation would be substantial. Individualized litigation would also
7 present the potential for inconsistent or contradictory judgments.

8 15. Plaintiff is unaware of any difficulties that are likely to be encountered in the
9 management of this action that would preclude its maintenance as a class action.

10 **GENERAL ALLEGATIONS**

11 16. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 15 as though fully
12 set forth herein.

13 17. Plaintiff was employed with Defendants from June 2016 to around March 10, 2023, as a
14 non-exempt employee. Plaintiff was paid \$24.36 per hour. Defendant also paid Plaintiff and similarly
15 situated employees various types of bonuses and incentive payments during their employment.
16 Defendants also issued restricted stock units ("Symbotic RSUs") as part of an incentive compensation
17 plan to Plaintiff and similarly situated employees. Defendants provide support for robotic-based supply
18 chain automation for different companies or warehouses. Defendants provide technical support for the
19 robotics that assist with shipping distribution. At first, Plaintiff worked as an Inventory Specialist.
20 Plaintiff's job duties and tasks that she performed include but were not limited to looking for misplaced
21 inventory and reporting the misplaced inventory. Later, Plaintiff worked as a Parts Specialist. Her job
22 duties and/or responsibilities included but were not limited to performing audits of all the technicians'
23 work orders to make sure parts were entered accurately into the system, looking for discrepancies and
24 tracking down and/or correcting discrepancies, providing warnings or write ups to technicians for
25 making multiple discrepancies in relation to part orders, providing technicians with list of things that
26 needed to be fixed, running weekly and monthly inventory reports, running purchase reports, speaking
27 to vendors about materials needed at lower pricing or cost, performing parts cycle counts, counting all
28 the stock of the parts in the stock room, providing discrepancy reports to Defendants, training

1 technicians in current software that Defendants use for their day to day operations, performing shipping
2 and receiving of parts, creating part numbers for new parts, doing clerical work, sending invoices,
3 communicating with clerical employees to pay for parts, filing paperwork, reaching out to vendors
4 regarding parts, picking up parts from vendors, and organizing company outings such as company
5 events.

6 18. Plaintiff and similarly situated employees worked over eight (8) hours per day and forty
7 (40) hours per week. Plaintiff and similarly situated employees worked in a fast-paced working
8 environment and were busy most of the time. Plaintiff and Aggrieve Employees clocked in and out
9 using a fingerprint operated timekeeping system. The timekeeping device was located in the middle of
10 the warehouse distribution center where Plaintiff and similarly situated employees worked. It would
11 take approximately five (5) minutes for Plaintiff and similarly situated employees to walk from the
12 entrance of the building to Defendant's timekeeping device. Plaintiff and similarly situated employees
13 would walk for approximately five (5) minutes to the timekeeping device to clock in prior to their shift
14 and another five (5) minutes after the end of their shift since they had to walk back from the timekeeping
15 device to the entrance/exit doors of the building. As a result, Plaintiff and similarly situated employees
16 spent on average approximately ten (10) minutes per day just to clock in and clock out before and after
17 her shift.

18 19. Furthermore, Defendants' employees and/or managers would contact Plaintiff on her
19 personal cell phone after she had clocked out to perform certain tasks, respond to emails. Furthermore,
20 technicians would contact Plaintiff after her work hours with questions and different issues. Vendors and
21 shipping companies would call Plaintiff after work hours to obtain information regarding different
22 orders and shipments. Defendants were aware of such occurrences. Plaintiff estimates that she spent
23 approximately twenty (20) minutes per week performing such tasks off the clock that she was not paid
24 for. Plaintiff is informed and believes that other Similarly situated employees worked off the clock and
25 were not paid for.

26 20. Additionally, Defendants paid Plaintiff and similarly situated employees retroactive pay
27 when they received a raise. However, sometimes, the retroactive pay was not calculated accurately to
28 reflect the correct amount of wages. For example, Defendants paid Plaintiff retroactively for the pay

1 period of January 2, 2022, to January 15, 2022. The retroactive pay amount was \$6.16. However,
2 accounting for a raise of \$0.77 per hour, Defendants should have paid Plaintiff \$58.32. Thus, the
3 retroactive payment amount was short \$52.16.

4 21. Furthermore, Plaintiff and similarly situated employees worked overtime because of the
5 high volume of cases and the high demand of the job. Defendants did not pay Plaintiff overtime for
6 work performed off the clock. Plaintiff is informed and believes that Defendants did not pay overtime to
7 similarly situated employees for off the clock work. Defendants paid Plaintiff and similarly situated
8 employees a bonus for some time during Plaintiff's employment period. For one particular type of
9 bonus, the amount was approximately between \$100 to \$150 per pay period and paid if they had good
10 attendance and did not miss days from work. However, Defendants failed to incorporate the value of the
11 bonus into the regular rate of pay in calculating Plaintiff's and similarly situated employees' premium
12 wages, including overtime, meal and rest period premiums, and sick leave. Additionally, Defendants
13 also issued restricted stock units ("Symbotic RSUs") as part of an incentive compensation plan to
14 Plaintiff and Similarly situated employees. A portion of Plaintiff's Symbotic RSUs vested while
15 Plaintiff worked for Defendants. For example, a payroll statement issued by Defendants on January 6,
16 2023, shows an amount of \$2,650.68 as earnings of RSUs corresponding to pay period of December 18,
17 2022, to December 31, 2023. Another payroll statement issued on January 9, 2023, shows an amount of
18 \$2,660.84 as earnings of RSUs corresponding to pay period December 29, 2002, to January 4, 2023.
19 However, Defendants never paid Plaintiff these RSUs, even though they had vested and were earned as
20 wages by Plaintiff. Defendants did not even include these RSUs in Plaintiff's last paycheck. Plaintiff is
21 informed and believes that Defendants failed to pay the RSUs on time to other similarly situated
22 employees. Additionally, Defendants failed to incorporate the value of the Symbotic RSUs into the
23 regular rate of pay in calculating Plaintiff's and similarly situated employees' premium wages, including
24 overtime, meal and rest period premiums, and sick leave.

25 22. Defendants did not inform Plaintiff and similarly situated employees that they were
26 entitled to a thirty (30) minute meal for every five (5) hours of work and a ten (10) minute break for
27 every four (4) hours of work or a fraction thereof. Due to the fact pace of the work and lack of staffing,
28 Plaintiff and similarly situated employees failed to take all their meal periods and to take timely meal

1 and rest periods. Defendants also interrupted Plaintiff and similarly situated employees during some of
2 their meal and rest periods. For example, Plaintiff took many late meal periods after her fifth hour of
3 work because she was busy performing different tasks. Also, Defendants interrupted Plaintiff and
4 similarly situated employees many times to answer questions or perform different tasks during their
5 meal periods. Plaintiff also took rest breaks after her fourth hour of work due to the nature of her work
6 and the tasks that needed to be done. Plaintiff is informed and believes that similarly situated employees
7 were also interrupted during their rest breaks and took late rest breaks due to manager's demands and
8 requests during rest periods.

9 23. Defendants also did not have a policy to reimburse Plaintiff and similarly situated
10 employees on use of their personal cell phones for work purposes. Plaintiff and similarly situated
11 employees used their personal cell phones to communicate with managers, supervisors, and other
12 Similarly situated employees regarding work issues and scheduling. For example, Plaintiff's manager
13 would email and/or message/text her and other similarly situated employees via Microsoft Teams App.
14 Plaintiff and similarly situated employees asked Defendants to be reimbursed for their personal cell
15 phone use for work purposes. However, Defendants informed Plaintiff and similarly situated employees
16 that they will not get reimbursed because they are hourly employees. Also, Defendants did not pay
17 Plaintiff and similarly situated employees for internet use when they worked from home during the
18 COVID period. Moreover, Plaintiff used her personal vehicle to pick up parts from local vendors in the
19 same town or West Sacramento and Sacramento area. Plaintiff picked up these parts sometimes during
20 her shift, sometimes after her shift, after she had clocked out. Defendants did not pay Plaintiff for the
21 time that she spent picking up parts after clocking out. Furthermore, Defendants did not reimburse
22 Plaintiff for the mileage that she drove to pick up parts for Defendants.

23 24. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
24 minimum wages, overtime wages, and meal and rest period premiums owed, sick leave owed, earned
25 RSUs, the wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did
26 not accurately itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned,
27 the number of meal and rest period premiums owed, and the accurate gross and net wages earned.
28

1 25. As of this date of this letter, Defendants have not paid Plaintiff and similarly situated
2 employees all the minimum wages, overtime wages, meal and rest period premiums, sick leave wages,
3 earned RSUs owed to them.

4 26. Additionally, Plaintiff was systematically paid lower wages than male employees with
5 similar skill, education, and experience for substantially similar work under similar working conditions.
6 Plaintiff is informed and believes that other similarly situated employees were paid less than other male
7 employees. At the time of her separation from employment, there were only three females working for
8 Defendant out of the Woodland, California location out of about thirty-six (36) employees. Plaintiff and
9 only two other women, one who was a human resources employee, and another who worked remotely,
10 were the only females, out of about thirty-six (36) employees working for Defendants at the Woodland,
11 California location. Throughout her employment, Plaintiff was paid less than other male employees
12 performing substantially similar work. For example, Defendants gave Plaintiff raises of about 2-2.5%
13 whereas male employees received raises of 3-7%. Also, Plaintiff's hourly rate was \$24.36, whereas
14 male employees' hourly rate was between \$25-\$27 per hour for technicians and \$26-\$32 for
15 maintenance technicians.

16 27. Plaintiff received lower wages than male employees since the beginning of her
17 employment. At first, Plaintiff was paid \$14-\$15 per hour when she was an Inventory Specialist. The
18 Inventory Specialist's duties included but were not limited to pulling out cases and boxes to make sure
19 that they were placed in the right location, if not, then moving the box to the right location. At some
20 point after Plaintiff started her new position as a Parts Specialists, Defendants hired two females as
21 inventory specialists. Plaintiff is informed and believes that the two female employees were making
22 about \$22 per hour. Plaintiff is informed and believes that those two female employees were also upset
23 that Defendants paid them wages that were lower than other male employees who performed
24 substantially similar work. However, after the two female employees left employment, Defendant hired
25 two (2) males. Plaintiff is informed and believes that the two males were paid about \$25-\$26 per hour.

26 28. Plaintiff has complained to Defendants regarding her receiving lower wages than male
27 counterparts or employees. However, Defendants informed Plaintiff that the wage difference is due to
28 Plaintiff's attendance, since Plaintiff has missed some time during her Family Medical Leave Act

1 ("FMLA") leave. However, the same wage disparity continued between Plaintiff and other male
2 employees who perform substantially similar work. Plaintiff is informed and believes that other
3 similarly situated employees experienced the same wage disparity with male employees as Plaintiff did.

4 29. Defendants have different positions at the Woodland location. The positions include site
5 manager, maintenance manager, shift lead, automation manager, technicians, and system operator. All
6 the positions were filled by men. Plaintiff worked closely with the maintenance manager and if Plaintiff
7 was out of the office, the maintenance manager would cover for Plaintiff and perform most of the work
8 that Plaintiff performed on a daily basis. The maintenance manager's duties included but were not
9 limited to overseeing the part's specialist and the technicians. If there was anything wrong with the
10 software system, the maintenance manager would tell Plaintiff and the technicians what he needed.
11 Then, Plaintiff would order the parts that were needed. Technician's job duties included but were not
12 limited to maintaining the robots, ask the part's specialist to order certain parts that were needed.

13 30. However, for about one year, Plaintiff performed the same job duties and tasks as the
14 maintenance manager because the maintenance manager left, and Defendants did not replace him for
15 about one year. As a result, Plaintiff managed technicians, informed technicians what needed to be
16 fixed, performed maintenance manager's daily tasks, informed technicians about discrepancies with
17 work orders and parts requests, check discrepancies with parts that technicians would use and not
18 account for in the system, input parts in inventory in order to re-stock, give warnings to technicians for
19 not complying with procedures, reach out to vendors to figure out if can buy material at a lower cost,
20 manage deadlines during peak season of September to January by increasing the number of re-ordering
21 parts to make sure that parts were sufficient in the inventory. Plaintiff even trained the new maintenance
22 manager that Defendants hired by showing to him different procedures, training him in the software that
23 Defendants used to find parts in the inventory, trained him how to run reports on parts, how to navigate
24 the system, and other daily tasks important in the running of the operations and maintenance.

25 31. Plaintiff found it easy to perform maintenance manager's duties and tasks because they
26 were substantially the same as her work as a part's specialist. However, Plaintiff is informed and
27 believes that the maintenance manager was paid about \$80,000 per year and the technicians were paid
28 about \$25-\$27 per hour. Furthermore, there was minimal training for an employee to become a

1 technician. Technicians' work involved making sure that the system kept running, if something went
2 wrong, they had to clear the HMI screen and restart the system. Technicians were known as fault
3 chasers. The training lasted one week, and no special certificates, education, or diplomas were required.
4 To become a maintenance technician, required a little more training and Defendants trained technicians
5 how to work on robots. Plaintiff is informed and believes that maintenance technicians were paid
6 between \$26-\$32 per hour. Lastly, Plaintiff is informed and believes that Defendants hired a male to
7 replace Plaintiff and paid him about \$3 more per hour than Plaintiff.

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**
10 **FAILURE TO PAY OVERTIME WAGES**
11 **(As to all Defendants)**

12 32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully
13 set forth herein.

14 33. During the period Plaintiff was employed by Defendants, Defendants were required to
15 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
16 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
17 hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 4, section (3)(A);
18 Cal. Lab. Code §§ 510, 1194.

19 34. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
20 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
21 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
22 worked at their regular rate of pay.

23 35. Plaintiff and similarly situated employees were not exempt from overtime protections
24 employees under the California Wage Orders and Labor Code.

25 36. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
26 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
27 the extent pertinent as if set forth here in full.
28

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to all Defendants)

37. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 36 as though fully set forth herein.

38. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. See MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code § 1194.

39. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

40. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

41. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 40 as though fully set forth herein.

42. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

43. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

44. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

45. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

46. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

47. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully set forth herein.

49. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

50. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

51. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

52. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

53. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

54. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 53 as though fully set forth herein.

55. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

56. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked due to Defendants' clocking in policy, the location of the timekeeping device, as well as

1 Defendants' meal and rest period policy and practices that interrupted Plaintiff and similarly situated
2 employees during their meal and rest breaks, that resulted in off-the-clock work. Plaintiff and
3 similarly situated employees were not able to promptly and easily determine their total hours worked
4 from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered
5 confusion over whether they received all wages owed and were prevented from effectively
6 challenging information on their wage statements.

7 57. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
8 employees have been damaged as stated in the section below entitled "DAMAGES," which is
9 incorporated here to the extent pertinent as if set forth here in full.

10 **SIXTH CAUSE OF ACTION**
11 **WAITING TIME PENALTIES**
12 **(As to all Defendants)**

13 58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as though fully
14 set forth herein.

15 59. An employer must pay an employee who is terminated all unpaid wages immediately
16 upon termination. *See* Cal. Lab. Code § 201.

17 60. An employer must pay an employee who resigns all unpaid wages within seventy-two
18 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

19 61. Plaintiff and similarly situated employees did not receive all wages, including minimum
20 and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
21 within the required time after their separation from employment.

22 62. An employer who willfully fails to pay an employee wages in accordance with California
23 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
24 days. *See* Cal. Lab. Code § 203.

25 63. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
26 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
27 and similarly situated employees had to walk about five (5) minutes from the entrance of the building to
28 the timekeeping device to clock in and Plaintiff and similarly situated employees were not paid for this
time. Defendants also knew that Plaintiff and similarly situated employees used their cell phones,

1 internet, and cars for work purposes because Defendants communicated with them via Microsoft Teams
2 App to give instructions or request tasks done. Furthermore, Defendants knew that Plaintiff and
3 similarly situated employees had vested RSUs, but Defendants failed to calculate the value of the earned
4 RSUs into the regular rate of pay for purposes of overtime premiums, meal and rest period premiums,
5 and sick leave pay. However, Defendants did not pay at the time of Plaintiff's termination the correct
6 amount of wages owed for overtime premiums, meal and rest period premiums and sick leave pay, as
7 well as the earned RSUs. Further, Defendants knew that Plaintiff and similarly situated employees were
8 not provided with compliant meal and rest periods because Defendants interrupted Plaintiff and
9 similarly situated employees during their meal and rest periods or caused them not to take timely meal
10 and rest periods. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the
11 time of separation, yet Defendants still refused to pay the remaining wages owed.

12 64. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
13 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
14 thirty (30) days for Defendants' failure to pay all wages due.

15 **SEVENTH CAUSE OF ACTION**
16 **FAILURE TO REIMBURSE EXPENSES**
17 **(As to all Defendants)**

18 65. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 64 as though fully
19 set forth herein.

20 66. California Labor Code section 2802(a) states that "An employer shall indemnify his or
21 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
22 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
23 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
24 unlawful."

25 67. Defendants required Plaintiff and similarly situated employees to use their personal cell
26 phones to maintain communication regarding the status of their work, and various other work-related
27 communications that needed to be made during the day while Plaintiff and similarly situated employees
28 were stationed all over the warehouses. Defendants required Plaintiff and similarly situated employees
to use Microsoft Team App to communicate with each other. Defendants also emailed or texted

1 Plaintiff and similarly situated employees after work hours or on weekends to communicate regarding
2 work issues and Plaintiff took calls from different shipping companies and vendors on her private cell
3 phone. Plaintiff also used her car to pick up parts for Defendants and was not reimbursed for the miles
4 that she drove to pick up parts. Plaintiff and similarly situated employees requested Defendants to
5 reimburse them for such use. However, Defendants did not reimburse Plaintiff and similarly situated
6 employees for such use.

7 68. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
8 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
9 the extent pertinent as if set forth here in full.

10 **EIGHTH CAUSE OF ACTION**
11 **UNFAIR COMPETITION**
(As to SYMBOTIC LLC, SYMBOTIC, INC., and DOES 1 to 100)

12 69. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 68 as though fully
13 set forth herein.

14 70. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
15 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
16 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See
17 California Business and Professions ("B&P") Code § 17200.

18 71. Plaintiff and similarly situated employees were not paid all wages owed, including
19 minimum and overtime wages, and meal and rest period premiums, paid sick leave, reimbursed for
20 business expenses, during their employment or any time thereafter. Moreover, through Defendants
21 conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and
22 rest periods.

23 72. Plaintiff further alleges that such actions and/or conduct constitute a violation of the
24 California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to
25 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

26 73. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
27 UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
28 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code

1 sections 17203, 17208, violations of California Labor Code sections 226.7, 245 et seq, 510, 512, and
2 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing
3 of this Action.

4 **NINTH CAUSE OF ACTION**
5 **VIOLATION OF CALIFORNIA'S EQUAL PAY ACT**
6 **(As to all Defendants)**

7 74. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 73 as though fully
8 set forth herein.

9 75. Labor Code section 1197.5, states that, "[a]n employer shall not pay any of its employees
10 at wage rates less than the rates paid to employees of the opposite sex for substantially similar work,
11 when viewed as a composite of skill, effort, and responsibility, and performed under similar working
12 conditions..."

13 76. Labor Code section 1197.5, subdivision (c) further states that, "[a]ny employer who
14 violates [this section] is liable to the employee affected in the amount of the wages, and interest thereon,
15 of which the employee is deprived by reason of the violation, and an additional equal amount as
16 liquidated damages."

17 77. Here, Plaintiff and similarly situated employees systematically paid lower wages than
18 male employees with similar skill, education, and experience for substantially similar work under
19 similar working conditions.

20 78. Plaintiff, therefore, suffered damages proximately caused by Defendants, and each of
21 their agent's acts as stated in the section below entitled "DAMAGES," which is incorporated here to the
22 extent pertinent as if set forth here in full.

23 **TENTH CAUSE OF ACTION**
24 **PRIVATE ATTORNEYS GENERAL ACT**
25 **(As to all Defendants)**

26 79. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 78 as though
27 fully set forth herein.

28 80. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the

1 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
2 current and former employees:

- 3 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime
4 Wages)
- 5 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay
6 Minimum Wages)
- 7 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B)
8 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 9 • Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest
10 Periods or Pay Premiums in Lieu Thereof)
- 11 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 12 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 13 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 14 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
15 Work in Any Industrial Welfare Commission Order)
- 16 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- 17 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- 18 • Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)
- 19 • Violation of Labor Code § 1197.5 (Wage Discrimination)

20 81. Plaintiff seeks civil penalties against Defendants as provided in the California Labor
21 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section
22 2699(f)(2).

23 82. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code
24 sections 2699(a) and 2699.3.

25 83. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
26 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here
27 to the extent pertinent as if set forth here in full.
28

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

- 1 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
2 226(e);

3 7. As to the Seventh Cause of Action:

- 4 a. An amount to be proven at trial;
5 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

6 8. As to the Ninth Cause of Action (Cal. Labor Code § 1197.5):

- 7 a. For wages that Plaintiff was deprived of due to Equal Pay Act violations and any
8 interest thereon, according to proof;
9 b. For liquidated damages in an equal amount, according to proof;
10 c. For reasonable attorney's fees and costs pursuant to Labor Code section 1197.5
11 (h);

12 9. As to the Tenth Cause of Action:

- 13 a. For civil penalties as provided in the Labor Code for each enumerated
14 violation;
15 b. For those Labor Code sections where there is no civil penalty provided for their
16 violation, the default penalty provided in Labor Code section 2699(f): for any
17 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
18 period; For any subsequent violation, two hundred dollars (\$200) for each
19 aggrieved employee per pay period;
20 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
21 d. For any other remedies as allowed by law and/or deemed appropriate by the
22 Court;

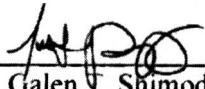
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10. For such other and further relief as this Court may deem just and proper,
including, but not limited to:
- a. Wages as proved at trial;
 - b. Injunctive and Declaratory relief;
 - c. Attorney's fees and costs as provided for by law; and
 - d. Interest.

Dated: December 11, 2023

Shimoda & Rodriguez Law, PC

By: 
Galen V. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

1 *Ruiz v. Symbolic LLC, et al.*
2 *Sacramento County Superior Court of California, Case No. 23CV008326*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On January 11, 2024, I served the following documents on the party below:

- 9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 Coby M. Turner 11 Seyfarth Shaw LLP 12 400 Capitol Mall, Suite 2300 13 Sacramento, CA 95814 14 Telephone: 916-498-7001 15 Facsimile: 916-288-6333 16 Email: Coby M. Turner - CTurner@seyfarth.com Lilah Wylde - lwylde@seyfarth.com Linda Ninelist - LNinelist@seyfarth.com Kathy Truesdale - KTruesdale@seyfarth.com	
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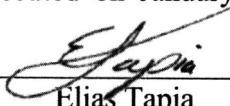
17 [] [By Certified Mail] I am familiar with my employer's practice for the collection
18 and processing of correspondence for mailing with the United States Postal
19 Service and that each day's mail is deposited with the United States Postal
20 Service that same day in the ordinary course of business. On the date set forth
above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

21 [] [By Personal Service] By personally delivering a true copy thereof to the office
22 of the addressee above.

23 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

24 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
25 personally delivered via the following overnight courier service:_____.

26 I declare under penalty of perjury under the laws of the State of California that the foregoing
27 is true and correct, and that this declaration was executed on January 11, 2024, at Elk Grove,
28 California.


Elias Tapia