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Superior Court of California
County of Sacramento
02/13/2025
By: A. Gray, Deputy

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 AND COLLECTIVE ACTION

SECOND AMENDED COMPLAINT FOR DAMAGES:

1. **Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1194)**
2. **Failure to Pay Overtime Wages Under FLSA**
3. **Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1194.2, 1197)**
4. **Failure to Pay Minimum Wages Under FLSA**
5. **Meal Period Violations**
6. **Rest Period Violations**
7. **Wage Statement Violations**
8. **Waiting Time Penalties**
9. **Failure to Reimburse Expenses**
10. **Unfair Competition**
11. **California Equal Pay Act Violations (Cal. Lab. Code § 1197.5)**
12. **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 Second Amended Complaint against Defendants SYMBOTIC LLC, a Delaware Limited Liability Company; SYMBOTIC, INC., a Delaware Corporation; and DOES 1 to

100, inclusive (hereinafter all collectively referred to as “Defendants”). On information and belief, Plaintiff allege the following:

INTRODUCTION

1. This is a class action and a Private Attorneys General Act (“PAGA”) lawsuit brought by Plaintiff for failure to provide overtime wages, failure to provide minimum wages, meal and rest period violations, wage statement violations, waiting time penalties, failure to reimburse expenses, untimely payment of wages, unfair competition, and California Equal Pay Act violations. Plaintiffs also brings this case as a collective action under the Fair Labor Standards Act (“FLSA”) for violations of federal overtime and minim wage protections as outlined herein.

JURISDICTION AND VENUE

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

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

4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself and other similarly situated employees. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on approximately September 8, 2023. Plaintiff provided facts and legal bases for his claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the $75.00 filing fee. The September 8, 2023, notice was also sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of herself and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).

Aggrieved Employees include, but are not limited to the following: all individuals who have worked, or continue to work, for Defendants in California as non-exempt employee at any time from September 8, 2022 to the present.

PARTIES

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

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

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

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

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

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

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

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

CLASS ALLEGATIONS

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

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

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

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

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

(1) Whether Defendants maintained accurate payroll records;

(2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative class members were not paid all overtime wages owed;

(3) Whether Defendants paid Plaintiff and putative class members for all hours worked;

(4) Whether Defendants failed to correctly calculate the regular rate of pay for premium wage purposes such as overtime, double time, meal and rest period premiums, and sick leave wages;

(5) Whether Defendants failed to pay meal and rest period premiums for meal and rest period violations;

(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;

(7) Whether as a result of Defendants' policies and practices Plaintiff's and putative class members received all wages, due and owing, at the time of their termination or separation; and

(8) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.

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

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

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

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

COLLECTIVE ACTION ALLEGATIONS

16. Plaintiff brings the Second and Fourth Causes of Action for violation of the FLSA as a collective action pursuant to 29 U.S.C. section 216(b) on behalf of all non-exempt hourly employees who have been employed by Defendants anywhere in California from September 11, 2020, through the present (hereinafter referred to as "Collective Members").

17. Plaintiff and the Collective Members are similarly situated in that they were subject to substantially similar compensation and requirements, and were subject to Defendants' common practice, policy, or plan of failing to pay all minimum and overtime wages to the Collective Members.

18. The Second and Fourth Causes of Action may be brought and maintained as an "opt-in" collective action pursuant to 29 U.S.C. § 216(b), since the claims of Plaintiff are similar to the claims of the Collective Members.

19. The names and addresses of the Collective Members are available from Defendants and notice should be provided to the Collective Members via first class mail to their last known address they provided to Defendants as soon as possible.

GENERAL ALLEGATIONS

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

21. Plaintiff was employed with Defendants from June 2016 to around March 10, 2023, as a non-exempt employee. Plaintiff was paid $24.36 per hour. Defendant also paid Plaintiff and similarly situated employees various types of bonuses and incentive payments during their employment. Defendants also issued restricted stock units (“Symbotic RSUs”) as part of an incentive compensation plan to Plaintiff and similarly situated employees. Defendants provide support for robotic-based supply chain automation for different companies or warehouses. Defendants provide technical support for the robotics that assist with shipping distribution. At first, Plaintiff worked as an Inventory Specialist. Plaintiff’s job duties and tasks that she performed include but were not limited to looking for misplaced inventory and reporting the misplaced inventory. Later, Plaintiff worked as a Parts Specialist. Her job duties and/or responsibilities included but were not limited to performing audits of all the technicians’ work orders to make sure parts were entered accurately into the system, looking for discrepancies and tracking down and/or correcting discrepancies, providing warnings or write ups to technicians for making multiple discrepancies in relation to part orders, providing technicians with list of things that needed to be fixed, running weekly and monthly inventory reports, running purchase reports, speaking to vendors about materials needed at lower pricing or cost, performing parts cycle counts, counting all the stock of the parts in the stock room, providing discrepancy reports to Defendants, training technicians in current software that Defendants use for their day to day operations, performing shipping and receiving of parts, creating part numbers for new parts, doing clerical work, sending invoices, communicating with clerical employees to pay for parts, filing paperwork, reaching out to vendors regarding parts, picking up parts from vendors, and organizing company outings such as company events.

22. Plaintiff and similarly situated employees worked over eight (8) hours per day and forty (40) hours per week. Plaintiff and similarly situated employees worked in a fast-paced working environment and were busy most of the time. Plaintiff and similarly situated employees clocked in and out using a fingerprint operated timekeeping system. The timekeeping device was located in the middle

of the warehouse distribution center where P Plaintiff and similarly situated employees worked. It would take approximately five (5) minutes for Plaintiff and similarly situated employees to walk from the entrance of the building to Defendant's timekeeping device. Plaintiff and similarly situated employees would walk for approximately five (5) minutes to the timekeeping device to clock in prior to their shift and another five (5) minutes after the end of their shift since they had to walk back from the timekeeping device to the entrance/exit doors of the building. As a result, Plaintiff and similarly situated employees spent on average approximately ten (10) minutes per day just to clock in and clock out before and after her shift. Additionally, Defendants rounded Plaintiff's and similarly situated employees' hours worked to the nearest quarter hour, even though Defendants had the ability to track Plaintiff's and similarly situated employees' time. Defendants failed to pay Plaintiff and similarly situated employees for all actual hours worked as a result of rounding including overtime and minimum wages under both state and federal law.

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

24. Additionally, Defendants paid Plaintiff and similarly situated employees retroactive pay when they received a raise. However, sometimes, the retroactive pay was not calculated accurately to reflect the correct amount of wages. For example, Defendants paid Plaintiff retroactively for the pay period of January 2. 2022, to January 15, 2022. The retroactive pay amount was $6.16. However, accounting for a raise of $0.77 per hour, Defendants should have paid Plaintiff $58.32. Thus, the retroactive payment amount was short $52.16.

25. Furthermore, Plaintiff and similarly situated employees worked overtime because of the high volume of cases and the high demand of the job. Defendants did not pay Plaintiff overtime for

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

26. Defendants did not inform Plaintiff and similarly situated employees that they were entitled to a thirty (30) minute meal for every five (5) hours of work and a ten (10) minute break for every four (4) hours of work or a fraction thereof. Due to the fact pace of the work and lack of staffing, Plaintiff and similarly situated employees failed to take all their meal periods and to take timely meal and rest periods. Defendants also interrupted Plaintiff and similarly situated employees during some of their meal and rest periods. For example, Plaintiff took many late meal periods after her fifth hour of work because she was busy performing different tasks. Also, Defendants interrupted Plaintiff and similarly situated employees many times to answer questions or perform different tasks during their meal periods. Plaintiff also took rest breaks after her fourth hour of work due to the nature of her work

and the tasks that needed to be done. Plaintiff is informed and believes that similarly situated employees were also interrupted during their rest breaks and took late rest breaks due to manager's demands and requests during rest periods.

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

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

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

30. Additionally, Plaintiff was systematically paid lower wages than male employees with similar skill, education, and experience for substantially similar work under similar working conditions. Plaintiff is informed and believes that other similarly situated employees were paid less than other male

employees. At the time of her separation from employment, there were only three females working for Defendant out of the Woodland, California location out of about thirty-six (36) employees. Plaintiff and only two other women, one who was a human resources employee, and another who worked remotely, were the only females, out of about thirty-six (36) employees working for Defendants at the Woodland, California location. Throughout her employment, Plaintiff was paid less than other male employees performing substantially similar work. For example, Defendants gave Plaintiff raises of about 2-2.5% whereas male employees received raises of 3-7%. Also, Plaintiff's hourly rate was $24.36, whereas male employees' hourly rate was between $25-$27 per hour for technicians and $26-$32 for maintenance technicians.

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

32. Plaintiff has complained to Defendants regarding her receiving lower wages than male counterparts or employees. However, Defendants informed Plaintiff that the wage difference is due to Plaintiff's attendance, since Plaintiff has missed some time during her Family Medical Leave Act ("FMLA") leave. However, the same wage disparity continued between Plaintiff and other male employees who perform substantially similar work. Plaintiff is informed and believes that other similarly situated employees experienced the same wage disparity with male employees as Plaintiff did.

33. Defendants have different positions at the Woodland location. The positions include site manager, maintenance manager, shift lead, automation manager, technicians, and system operator. All the positions were filled by men. Plaintiff worked closely with the maintenance manager and if Plaintiff

was out of the office, the maintenance manager would cover for Plaintiff and perform most of the work that Plaintiff performed on a daily basis. The maintenance manager's duties included but were not limited to overseeing the part's specialist and the technicians. If there was anything wrong with the software system, the maintenance manager would tell Plaintiff and the technicians what he needed. Then, Plaintiff would order the parts that were needed. Technician's job duties included but were not limited to maintaining the robots, ask the part's specialist to order certain parts that were needed.

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

35. Plaintiff found it easy to perform maintenance manager's duties and tasks because they were substantially the same as her work as a part's specialist. However, Plaintiff is informed and believes that the maintenance manager was paid about $80,000 per year and the technicians were paid about $25-$27 per hour. Furthermore, there was minimal training for an employee to become a technician. Technicians' work involved making sure that the system kept running, if something went wrong, they had to clear the HMI screen and restart the system. Technicians were known as fault chasers. The training lasted one week, and no special certificates, education, or diplomas were required. To become a maintenance technician, required a little more training and Defendants trained technicians how to work on robots. Plaintiff is informed and believes that maintenance technicians were paid

between $26-$32 per hour. Lastly, Plaintiff is informed and believes that Defendants hired a male to replace Plaintiff and paid him about $3 more per hour than Plaintiff.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(Cal. Lab. Code §§ 510, 1194)
(As to all Defendants)

36. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 35 as though fully set forth herein.

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

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

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

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.

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES UNDER FLSA
(On behalf of the Collective Members As to all Defendants)

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

42. Defendants are an "employer" as defined under the FLSA of Plaintiffs and the Collective Members. The FLSA defines an "employer" as "any person acting directly or indirectly in the interest

of an employer in relation to an employee." 29 U.S.C. § 203(d). An individual who exercises "control over the nature and structure of the employment relationship," or "economic control" over the relationship is an employer under FLSA. *See Lambert v. Ackerley*, 180 F.3d 997, 1011-12 (9th Cir. 1999) (en banc).

43. Plaintiff is informed and believes, and on that basis alleges, that Defendants are engaged in interstate commerce as they engage in business in multiple states and they engage with businesses located in other states. Plaintiff is informed and believes, and on that basis alleges, that Defendants' business earns over $500,000 per year.

44. Attached hereto as Exhibit A is the consent to join form signed by Plaintiff in this action pursuant to 29 U.S.C. §§ 216(b) and 256. It is likely that other individuals will sign consent forms and join as plaintiffs on this claim in the future.

45. Defendants held a significant ownership interest with operational control of significant aspects of the company's day-to-day functions; Defendants had the power to hire and fire Plaintiff and the Collective Members and set wage rates for them; Defendants also had the responsibility to maintain Plaintiff's and the Collective Members' employment records. Defendants also paid Plaintiff for fewer hours than they actually worked and failed to pay overtime wages for hours in excess of forty (40) per week in an effort to circumvent the FLSA's overtime requirements.

46. Defendants willfully failed to pay overtime to Plaintiff and the Collective Members. They knew of the existence of both state and federal wage and hour laws regarding overtime, but failed to do any investigation whether they were in compliance. They had knowledge that Plaintiff and the Collective Members were working uncompensated hours through rounding, off the clock work, and weren't paid the accurate regular rate of pay for overtime due to not calculating the value of the bonuses and RSUs in the regular rate of pay. Despite this knowledge, Defendants refused to pay Plaintiffs and the Collective Members for all actual hours worked at the legally required rates.

47. For the three (3) years preceding the filing of this lawsuit, Defendants were required to compensate Plaintiff and the Collective Members overtime wages at a rate of no less than one and one-half (1½) times the regular rate of pay for all time worked in excess of forty (40) hours per week. *See* 29 U.S.C. § 207.

48. As a proximate result of Defendants' conduct, Plaintiffs and the Collective Members 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
FAILURE TO PAY MINIMUM WAGES
(Cal. Lab. Code §§ 1194, 1194.2, 1197)
(As to all Defendants)

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

50. 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.

51. 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.

52. 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
FAILURE TO PAY MINIMUM WAGES UNDER FLSA
(On behalf of the Collective Members As to all Defendants)

53. Plaintiffs incorporates by reference and re-allege paragraphs 1 through 52 as though fully set forth herein.

54. Defendants are an "employer" as defined under the FLSA of Plaintiff and the Collective Members. The FLSA defines an "employer" as "any person acting directly or indirectly in the interest of an employer in relation to an employee." 29 U.S.C. § 203(d). An individual who exercises "control over the nature and structure of the employment relationship," or "economic control" over the relationship is an employer under FLSA. *See Lambert v. Ackerley*, 180 F.3d 997, 1011-12 (9th Cir. 1999) (en banc).

55. Plaintiff is informed and believes, and on that basis alleges, that Defendants are engaged in interstate commerce as they engage in business in multiple states and they engage with businesses located in other states. Plaintiff is informed and believes, and on that basis alleges, Defendants' business earns over $500,000 per year.

56. Attached hereto as Exhibit A are the consent to join form signed by Plaintiff in this action pursuant to 29 U.S.C. §§ 216(b) and 256. It is likely that other individuals will sign consent forms and join as plaintiffs on this claim in the future.

57. Defendants held a significant ownership interest with operational control of significant aspects of the company's day-to-day functions; Defendants had the power to hire and fire Plaintiff and the Collective Members and set wage rates for them; Defendants also had the responsibility to maintain Plaintiff's and the Collective Members' employment records. Defendants also paid Plaintiff for fewer hours than she actually worked and failed to pay minimum wages for all hours worked in an effort to circumvent the FLSA's minimum wage requirements.

58. Defendants willfully failed to pay overtime to Plaintiffs and the Collective Members. They knew of the existence of both state and federal wage and hour laws regarding minimum wages, but failed to do any investigation whether they were in compliance. They had knowledge that Plaintiff and the Collective Members were working uncompensated hours through the rounding and working of the clock policies' that Defendants instituted and that they were not getting paid for all hours worked notwithstanding those policies and practices. Despite this knowledge, Defendants refused to pay Plaintiff and the Collective Members for all actual hours worked at the legally required rates.

59. For the three (3) years preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and the Collective Members minimum wages at the applicable Federal rate for all time worked that was unpaid per week. *See* 29 U.S.C. § 206.

60. As a proximate result of Defendants' conduct, Plaintiffs and the Collective Members 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
MEAL PERIOD VIOLATIONS
(As to all Defendants)

61. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 60 as though fully set forth herein.

62. 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.

63. 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.

64. 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.

65. 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.

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

67. 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.

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

68. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 67 as though fully set forth herein.

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

70. 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.

71. 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.

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

73. 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.

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

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

75. 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.*

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

77. 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.

EIGHTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

78. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 77 as though fully set forth herein.

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

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

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

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

83. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees had to walk about five (5) minutes from the entrance of the building to 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, internet, and cars for work purposes because Defendants communicated with them via Microsoft Teams App to give instructions or request tasks done. Furthermore, Defendants knew that Plaintiff and similarly situated employees had vested RSUs, but Defendants failed to calculate the value of the earned RSUs into the regular rate of pay for purposes of overtime premiums, meal and rest period premiums, and sick leave pay. However, Defendants did not pay at the time of Plaintiff's termination the correct amount of wages owed for overtime premiums, meal and rest period premiums and sick leave pay, as well as the earned RSUs. Further, Defendants knew that Plaintiff and similarly situated employees were not provided with compliant meal and rest periods because Defendants interrupted Plaintiff and similarly situated employees during their meal and rest periods or caused them not to take timely meal and rest periods. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

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

NINTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

85. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 84 as though fully set forth herein.

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

87. Defendants required Plaintiff and similarly situated employees to use their personal cell phones to maintain communication regarding the status of their work, and various other work-related communications that needed to be made during the day while Plaintiff and similarly situated employees 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 Plaintiff and similarly situated employees after work hours or on weekends to communicate regarding work issues and Plaintiff took calls from different shipping companies and vendors on her private cell phone. Plaintiff also used her car to pick up parts for Defendants and was not reimbursed for the miles that she drove to pick up parts. Plaintiff and similarly situated employees requested Defendants to reimburse them for such use. However, Defendants did not reimburse Plaintiff and similarly situated employees for such use.

88. 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.

TENTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants)

89. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 88 as though fully set forth herein.

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

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

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

93. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 245 et seq, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

ELEVENTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA'S EQUAL PAY ACT
(Cal. Lab. Code § 1197.5)
(As to all Defendants)

94. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 93 as though fully set forth herein.

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

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

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

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

TWELFTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

99. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 98 as though fully set forth herein.

100. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

- Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)
- Violation of Labor Code § 1197.5 (Wage Discrimination)

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

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

103. 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.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. <u>As to the First Cause of Action:</u>
    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. All wages earned and owing;

b. Attorney's fees, costs, and interest pursuant to 29. U.S.C. § 216;

c. Liquidated damages pursuant to 29 U.S.C. § 216;

4. As to the Third 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;

5. As to the Fourth Cause of Action:

a. All wages earned and owing;

b. Attorney's fees, costs, and interest pursuant to 29. U.S.C. § 216;

c. Liquidated damages pursuant to 29 U.S.C. § 216;

6. As to the Fifth 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;

7. As to the Sixth 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;

8. As to the Seventh 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);

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

9. As to the Ninth Cause of Action:

a. An amount to be proven at trial;

b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

10. As to the Eleventh Cause of Action (Cal. Labor Code § 1197.5):

a. For wages that Plaintiff was deprived of due to Equal Pay Act violations and any interest thereon, according to proof;

b. For liquidated damages in an equal amount, according to proof;

c. For reasonable attorney's fees and costs pursuant to Labor Code section 1197.5 (h);

11. As to the Twelfth Cause of Action:

a. For civil penalties as provided in the Labor Code for each enumerated violation;

b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars ($100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars ($200) for each aggrieved employee per pay period;

c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

12. 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: January 7, 2025

Shimoda & Rodriguez Law, PC

By: ____________________________

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

Ruiz v. Symbotic LLC, et al.
Sacramento County Superior Court of California, Case No. 23CV008326

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

I, Shaniya Baird, declare that:

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

On February 13, 2025, I served the following documents on the party below:

- **SECOND AMENDED COMPLAINT FOR DAMAGES**

Michael W Kopp Seyfarth Shaw LLP 400 Capitol Mall, Suite 2300 Sacramento, CA 95814 Telephone: 916-498-7001 Facsimile: 916-288-6333 Email: Michael W Kopp – Mkopp@seyfarth.com Lilah Wylde - lwylde@seyfarth.com Linda Ninelist - LNinelist@seyfarth.com Kathy Truesdale – KTruesdale@seyfarth.com	

[ ] [By Certified Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal 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 Salt Lake City, Utah, addressed as set forth above.

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

[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.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 13, 2025, at Salt Lake City, Utah.

Shaniya Baird

Shaniya Baird