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Attorneys for Plaintiff Lindsy Hedlind

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
6/22/2026 9:54:47 AM

Clerk of the Superior Court
By A. Gidron ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

LINDSY HEDLIND, on behalf of others similarly situated and the State of California under the Private Attorneys General Act,

Plaintiffs,

vs.

SUJA LIFE, LLC. and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CU033921C

REPRESENTATIVE ACTION COMPLAINT

1. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

Plaintiff LINDSY HEDLIND, on behalf of all others similarly situated and the State of California under the Private Attorneys General Act ("Plaintiff") brings this REPRESENTATIVE ACTION COMPLAINT against Defendants SUJA LIFE, LLC. and DOES 1 through 50, inclusive (collectively "Defendants"), alleging as follows:

INTRODUCTION

1. This is a representative action complaint brought under the California Private Attorneys General Act (Labor Code sections 2698 *et seq.*).

2. Defendants employed Plaintiff and other covered employees during the PAGA Period.

3. Defendants' underpayment of wages was facilitated by company-wide practices of requiring off-the-clock work, including requiring employees to remain available by phone outside of scheduled working hours.

4. Defendants also underpaid overtime resulting from the uncompensated off-the-clock work.

5. Defendants failed to provide compliant meal and rest periods and did not pay all associated premiums.

6. Defendants failed to provide paid sick leave at the correct accrual rate and failed to pay sick leave wages at the lawful regular rate of pay.

7. Defendants failed to reimburse the covered employees for necessary business expenses, including the required use of personal cell phones.

8. Defendants failed to provide and maintain accurate employment and payroll records.

9. Defendants' employment policies and payroll systems enabled these violations on a company-wide basis.

10. Defendants are further liable for derivative claims for wage statements, untimely payment, and other associated violations.

11. Plaintiff seeks to recover underpaid damages, penalties, interests, attorney's fees, and costs.

JURISDICTION & VENUE

12. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the

California Constitution as the causes of action are premised upon violations of California law.

13. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

14. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

15. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff Lindsy Hedlind

16. Plaintiff Hedlind is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about January 2018 to October 2025. Plaintiff worked as a Warehouse Supervisor.

17. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

18. Defendant SUJA Life, LLC. is a Delaware Limited Liability Company that maintains operations and conducts business throughout the State of California, including in this county.

19. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief,

each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

20. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

21. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

22. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

GENERAL ALLEGATIONS

23. At all times relevant to this Complaint, Plaintiff and the Aggrieved Employees were employed by Defendants within the State of California as non-exempt, hourly-paid employees.

24. During the relevant statutory period, Defendants maintained uniform corporate policies and practices that routinely required Plaintiff and the Aggrieved Employees to perform off-the-clock work without compensation, resulting in a systemic failure to pay the lawful minimum wage for all hours worked. Specifically, Defendants required Plaintiff and the Aggrieved Employees to remain available by telephone to supervisors, subordinates, and third parties outside of their scheduled shift times, including on their designated days off. During these uncompensated hours, Plaintiff and the Aggrieved Employees were required to respond to work-related inquiries, provide operational guidance, and coordinate business activities, including necessary communications with vendors and contractors. Defendants failed to record these hours and failed to retroactively or otherwise compensate Plaintiff and the Aggrieved Employees for this compensable off-the-clock work.

25. Defendants further facilitated this off-the-clock work by requiring Plaintiff and the Aggrieved Employees to include their personal phone numbers in official work email signatures, thereby ensuring that management, co-workers, and outside parties could contact them at all times for work-related purposes. These practices were not unique to Plaintiff; rather, they were applied broadly and uniformly to Aggrieved Employees in similar roles who were expected to remain accessible and responsive outside of paid working hours. As a direct and proximate result of Defendant's uniform policies and practices, Plaintiff and other Aggrieved Employees regularly performed compensable work for Defendants' benefit without being paid for all hours worked, in violation of California law.

26. During the relevant statutory period, Defendants maintained a uniform policy and practice of failing to pay Plaintiff and the Aggrieved Employees overtime wages at the lawful rate of pay for overtime hours worked. As a direct and proximate result of Defendants' practice of requiring uncompensated off-the-clock work, as alleged herein, Plaintiff and the Aggrieved Employees were not properly paid overtime wages. To the extent that this uncompensated work caused Plaintiff and other Aggrieved Employees to work more than eight (8) hours in a workday and/or more than forty (40) hours in a workweek, Defendants failed to pay them at the legally required overtime premium rates. Consequently, Defendants violated California law by failing to properly compensate Plaintiff and other covered employees for all overtime hours worked.

27. During the relevant statutory period, Defendants systematically failed to comply with California's paid sick leave laws with respect to Plaintiff and the Aggrieved Employees. Under California law, paid sick leave accrues based on all hours worked. As a direct and proximate result of Defendants' failure to compensate Plaintiff and other similarly situated employees for all hours worked, including off-the-clock work, Plaintiff and the Aggrieved employees were not provided paid sick leave at the correct rate of accrual. This unlawful practice was not limited to Plaintiff, but applied more broadly to other employees subject to the same policies and practices, resulting in a systematic under-accrual of paid sick leave in violation of California law.

28. In addition to the accrual violations alleged above, Defendants maintained a uniform policy and practice of underpaying Plaintiff and the Aggrieved Employees for the paid sick leave they did utilize. Under California law, paid sick leave must be compensated at the employee's regular rate

of pay, which must encompass all applicable forms of remuneration. Defendants systematically failed to calculate this rate correctly by excluding shift differentials (such as "2nd Shift" premiums) and other forms of remuneration from the regular rate of pay used for sick leave compensation. Plaintiff alleges, on information and belief, that Defendants applied this unlawful miscalculation uniformly to both standard and supplemental paid sick leave, resulting in systematic underpayments to Plaintiff and the Aggrieved Employees.

29. By way of specific example, during the pay period from September 20, 2025, to October 3, 2025, Plaintiff earned additional non-discretionary remuneration in the form of elevated shift differential pay (notated on her wage statement as "2nd Shift") totaling $540.06. During that same pay period, Plaintiff used 8.0 hours of paid sick leave. Defendants failed to factor this additional shift differential remuneration into the calculation of Plaintiff's sick pay rate. Instead, as evidenced on the face of her wage statement, Defendants unlawfully paid Plaintiff for these 8.0 sick leave hours strictly at her flat base hourly rate of $25.72, rather than at the legally required regular rate of pay that properly incorporates all earned shift differentials and other forms of non-discretionary remuneration.

30. During the relevant statutory period, Defendants maintained uniform policies and practices that failed to provide Plaintiff and the Aggrieved Employees with compliant, timely, and duty-free meal periods as required by California law. As a direct and proximate result of Defendant’s chronic understaffing and strict operational needs, including the requirement to manage urgent shipments and maintain workflow, Plaintiff and the Aggrieved Employees experienced missed, late, short, and interrupted meal periods. Additionally, when meal periods were taken, they were frequently authorized late, often after the fifth hour of work, and employees working extended shifts were not consistently provided with the required second meal periods. Each time Plaintiff or the Aggrieved Employees experienced a late, short, missed, or interrupted meal period, Defendants were legally required to pay one hour of premium wages at the employee’s regular rate of compensation. Plaintiff alleges, based on information and belief, that Defendant failed to pay all these premiums in respect to her and the other Aggrieved Employees. These violations were the direct result of Defendants’ standardized operational demands, resulting in systemic meal period violations in contravention of California law.

31. Lastly, while Plaintiff did sign a meal period waiver, under California law, Defendants were still obligated to provide either an unpaid meal break of 30 minutes or a compliant meal premium on the days where Plaintiff or the Aggrieved Employees worked in excess of six hours.

32. During the relevant statutory period, Defendants maintained uniform policies and practices that failed to authorize and permit Plaintiff and the Aggrieved Employees to take compliant, duty-free rest periods as required by California law. Due to Defendants’ chronic understaffing and the rigorous operational demands, including the continuous need to manage ongoing tasks and urgent workflow, Plaintiff and the Aggrieved Employees were routinely unable to take uninterrupted rest breaks or were required to forgo them entirely to keep up with their job duties. These conditions were not unique to Plaintiff but were the result of Defendants' policies and practices that applied the Aggrieved Employees, who were expected to remain actively engaged in work throughout their shifts without sufficient opportunity to rest. As a result, Defendants failed to provide legally compliant rest periods and failed to pay all required premium wages for such violations, in violation of California law.

33. Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants failed to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period.

34. Defendants failed to pay all wages and premiums owed to covered employees during their employment and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments.

35. Defendants failed to provide accurate itemized wage statements to Plaintiff and the Aggrieved Employees each pay period. Defendants did not list the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an

inaccurate reflection on the pay stub. Additionally, Defendants failed to accurately list employees' "total hours worked," as the wage statements did not accurately include the uncompensated time Plaintiff and the Aggrieved Employees worked due to Defendants' policy and practice of requiring off-the-clock work.

36. Plaintiff and other Aggrieved Employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other Aggrieved Employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

37. During the relevant statutory period, Defendants maintained a uniform policy and practice of failing to indemnify and reimburse Plaintiff and the Aggrieved Employees for all necessary business expenditures and losses incurred in direct consequence of the discharge of their job duties. Specifically, Defendants required Plaintiff and the Aggrieved Employees to utilize their personal cellular telephones for work-related purposes. This mandatory use included downloading and operating company-related applications, capturing and transmitting work-related photographs, communicating via email and team messaging platforms, and coordinating daily business operations. Despite this strict operational requirement, Defendants systematically failed to reimburse Plaintiff and the Aggrieved Employees for any reasonable portion of their personal cellular phone expenses, including monthly service plan costs, data usage fees, and equipment degradation or damage. As a direct and proximate result of these uniform policies and expectations, Plaintiff and the Aggrieved Employees incurred unreimbursed business expenses in direct violation of California law.

38. Defendants failed to provide all records upon Plaintiff's request. On November 24, 2025, Plaintiff requested all of her employment records. Defendants provided some records on December 16, 2025. However, Defendants refused to fully comply, and failed to produce Plaintiff's time records. To date, Defendants have still not provided Plaintiff's time records.

39. Due to Defendants’ policies and practices alleged herein, Defendants failed to

accurately account for wages earned or hours worked. As a result, Defendants failed to accurately maintain payroll records as required under California law.

40. Plaintiff has been compelled to retain the services of counsel to protect the interests of other Aggrieved Employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law.

FIRST CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

41. All outside paragraphs of this Complaint are incorporated into this section.

42. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA"), codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

43. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

44. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."])

45. Labor Code section 2699(a) provides: "Notwithstanding any other provision of law,, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures

specified in Section 2699.3.".

46. Any allegations regarding violations of the IWC Wage Orders are enforceable as violations of Labor Code section 1198, which states: "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

47. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil penalties under the PAGA.

48. On or about **April 14, 2026**, Plaintiff paid the requisite PAGA filing fee and provided written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of Defendants' alleged Labor Code violations, including the facts and theories to support the alleged violations.

49. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein (the "PAGA notice").

50. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's written PAGA notice from the LWDA.

51. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

52. Now that at least 65 days have passed from Plaintiff notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

53. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.

b. ***Unpaid Overtime***. Violation of Labor Code §§ 510, 1194, 1198; IWC Wage

Orders.

c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.

d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.

e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.

f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.

g. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.

h. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.

i. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.

j. ***Failure to Provide Employee Records.*** Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders.

k. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

54. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

a. For recovery of damages in amount according to proof;

b. For all recoverable pre- and post-judgment interest;

c. For this action to be maintained as a representative action under the PAGA;

d. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;

e. For recovery of all civil penalties and other recoverable amounts under the PAGA;

f. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and

g. For such other relief the Court deems just and proper.

Dated: June 19, 2026

Ferraro Vega Employment Lawyers, Inc.

Andrew T. Katseanes
Attorney for Plaintiff Lindsy Hedlind

<u>EXHIBIT 1</u>

Notice of Labor Code Violations

FERRARO VEGA
SAN DIEGO EMPLOYMENT LAWYERS

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April 14, 2026

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Suja Life, LLC
3831 Ocean Ranch Boulevard
Oceanside, CA 92056

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **LINDSEY HEDLIND** ("Plaintiff(s)") and all other "covered employees" of the following "Defendant(s)":

SUJA LIFE, LLC
dba Suja Juice

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Warehouse Supervisor from about January 2018 to October 2025. During their employment Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

> All current and former non-exempt employees, including those misclassified as non-exempt who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "<u>covered employees</u>" and the "<u>PAGA Period</u>"). As defined, these covered current and former employees are "aggrieved employees" under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the "covered employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage
Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The "Minimum Wages" sections of the applicable IWC Wage Order provide that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise." The foregoing California wage laws require payment of "not less than the applicable minimum wage *for all hours worked* in the payroll period" and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.3d 314, 324.

Defendants failed to pay Plaintiff and the covered employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Defendants maintained policies and practices that caused Plaintiff and other similarly situated employees to perform work off-the-clock without compensation. In particular, Defendants required Plaintiff and the covered employees to remain available by phone to their supervisors and subordinates as well as third parties outside of scheduled working hours, including on their limited days off, to respond to work-related questions, provide operational guidance, and coordinate business activities such as vendor and contractor communications. Defendants failed to retroactively, or otherwise pay, Plaintiff and the covered employees for these

Defendants further facilitated this off-the-clock work by requiring Plaintiff to include her personal phone number in her email signature, thereby ensuring that employees and outside parties could contact her at all times for work-related purposes. These practices were not unique to Plaintiff, but were applied more broadly to employees in similar roles who were expected to remain accessible and responsive outside of paid time. Plaintiff and other covered employees regularly performed compensable work for Defendants' benefit without being paid for all hours worked, in violation of California law.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the "Hours and Days of Work" sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 510 requires "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;" and "any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;" and "any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the "Hours and Days of Work" sections.

Defendants failed to pay Plaintiff and the covered employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. As a direct and proximate result of Defendants' failure to compensate Plaintiff and other similarly situated employees for all hours worked, including the off-the-clock work described above, Plaintiff and the covered employees were not properly paid overtime wages. To the extent that this uncompensated work caused Plaintiff and other employees to work more than eight (8) hours in a workday and/or more than forty (40) hours in a workweek, Defendants failed to pay them at the legally required overtime rates. Accordingly, Defendants violated California law by failing to properly compensate Plaintiff and other covered employees for all overtime hours worked.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.7

Defendants violated Labor Code sections 246 through 248.7 with respect to the covered employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) "the same manner as the regular rate of pay for the workweek;" (2) "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days;" or (3) "for exempt employee … in the same manner as the employer calculates wages for other forms of paid leave time." Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees "with written notice of the amount of paid sick leave available … for use on either the employee's itemized wage statement … or in a separate writing provided on the designated pay date with the employee's payment of wages."

Defendants failed to comply with California's paid sick leave laws with respect to the covered employees. As a further result of Defendants' failure to compensate Plaintiff and other similarly situated employees for all hours worked, including off-the-clock work, Plaintiff and the covered employees were not provided paid sick leave at the correct rate of accrual. Under California law, paid sick leave accrues based on all hours worked; however, by failing to record and compensate all time worked, Defendants also failed to properly account for those hours in calculating sick leave accrual. This unlawful practice was not limited to Plaintiff, but applied more broadly to other employees subject to the same policies and practices, resulting in a systematic under-accrual of paid sick leave in violation of California law.

Additionally, Defendants failed to comply with California's paid sick leave laws with respect to the covered employees. Specifically, Defendants failed to pay sick leave in accordance with one of the permissible methods in Labor Code §246(l)(1)-(3). Specifically, Defendants failed to pay paid sick leave at the regular rate of pay by failing to factor in Plaintiff's shift differentials (notated as “2nd Shift”) and other forms of remuneration into the paid sick leave rate. Plaintiff alleges, based on information and belief, that Defendants’ regular rate of pay miscalculation equally applies to standard and supplemental paid sick leave with respect to the covered employees, resulting in underpayments.

An illustrative example of Defendants’ regular rate of pay violation as it pertains to sick pay is shown below:

Suja Life
3831 Ocean Ranch BLVD
Oceanside , CA 92056

Pay Statement

Period Start Date	09/20/2025
Period End Date	10/03/2025
Pay Date	10/10/2025
Document	91928
Net Pay	**$1,687.47**

Pay Details

Lindsy Marie Hedlind
1010 E Bobier Dr
#178
Vista, CA 92084
USA

Employee Number	1207	Pay Group	BI-Weekly Pay group
SSN	XXX-XX-XXXX	Location	Suja Life 3841
Job	Warehouse Supervisor	Department	OPS - Operations
Pay Rate	$25.72	Sub Dept	SHIP - Shipping
Pay Frequency	Biweekly		

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
CA 1 Meal Prem				$942.06
2nd Shift	3.000000	$27.04	$81.12	-
2nd Shift	5.000000	$27.08	$135.45	-
CA 2 Meal Prem	0.000000	$0.00	$0.00	$191.40
Holiday Double	0.000000	$0.00	$0.00	$67.62
Holiday OT	0.000000	$0.00	$0.00	$911.40
Overtime				$7,470.78
2nd Shift	3.649999	$38.58	$140.85	-
2nd Shift	4.733334	$38.58	$182.64	-
Regular Pay				$38,262.00
2nd Shift	32.000000	$25.72	$823.20	-
2nd Shift	40.000000	$25.72	$1,029.00	-
Sick Pay	8.000000	$25.72	$205.80	$963.03
Vacation	0.000000	$0.00	$0.00	$3,033.10

Total Hours Worked 0.000000 Total Hours 96.383333

Excerpt from Plaintiff’s Wage Records from 09/20/2025 - 10/03/2025.

During the pay period from September 20, 2025 to October 3, 2025, Plaintiff earned a shift differential pay (notated as “2nd Shift”) totaling to $540.06. In addition, during that same pay period, Plaintiff earned 8.0 hours of paid sick leave. However, Defendant failed to factor in this additional remuneration into the sick pay rate. Instead, Defendant unlawfully paid Plaintiff’s sick pay at his base rate, rather than the increased regular rate of pay, which would have factored in the shift differential pay and any other forms of additional remuneration.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the covered employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Defendants failed to provide Plaintiff and other similarly situated employees with compliant, timely, and duty-free meal periods as required by California law. Specifically, Plaintiff and the covered employees experienced missed, late, short, and interrupted meal periods due to chronic understaffing and the high demands of the job, including the need to manage urgent shipments and maintain workflow. meal periods were taken, they were frequently provided late, often after the fifth hour of work, and employees working extended shifts were not consistently provided second meal periods as required. Each time Plaintiff or the covered employees experienced a late, short, missed, or interrupted meal break, they were owed a meal premium. Plaintiff alleges, based on information and belief, that Defendant failed to pay all of these premiums in respect to her and the other covered employees. These practices were not unique to Plaintiff, but were the result of uniform policies and operational demands that applied to other employees in similar roles, resulting in systemic meal period violations in contravention of California law.

Lastly, while Plaintiff did sign a meal period waiver, under California law, Defendants were still obligated to provide either an unpaid meal break of 30 minutes or a compliant meal premium on the days where Plaintiff or the Covered Employees worked in excess of six hours.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Unpaid Rest Period Premium Wages</u>
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the covered employees.

<u>Labor Code sections 226.7</u> and <u>516</u> and the <u>IWC Wage Orders</u> require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. <u>Labor Code section 226.7</u> requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). <u>Labor Code section 1198</u> renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The <u>IWC Wage Orders</u>, including <u>Section 12</u> (<u>Rest Periods</u>), further require one uninterrupted 10-minute rest period for each four-hour period (or major faction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Defendants failed to authorize and permit Plaintiff and other similarly situated employees to take compliant, duty-free rest periods as required by California law. Due to chronic understaffing and the constant operational demands of Defendants' business, including the need to manage ongoing tasks and urgent workflow, Plaintiff and other employees were routinely unable to take uninterrupted rest breaks or were required to forgo them entirely in order to keep up with their job duties. These conditions were not unique to Plaintiff, but were the result of Defendants' policies and practices that applied to employees in similar roles, who were expected to remain actively engaged in work throughout their shifts without sufficient opportunity to rest. As a result, Defendants failed to provide legally compliant rest periods and failed to pay all required premium wages for such violations, in violation of California law.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

Labor Code section 204(a) requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid "not more than seven calendar days following the close of the payroll period." Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides "every person who fails to pay the wages of an employee as provided in Section … 204 … shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the covered employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to covered employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Non-Compliant Wage Statements</u>
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the covered employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

<u>Labor Code section 226(a)</u> requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the covered employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub. Additionally, Defendants violated Labor Code section 226(a)(2) by failing to accurately list employees' "total hours worked," as the wage statements did not accurately include the uncompensated time plaintiff and other aggrieved employees worked due to Defendants' policy and practice of requiring off-the-clock work.

Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unreimbursed Employee Expenses
Violation of Labor Code §§ 2802, 2804

Defendants violated Labor Code section 2802 with respect to the covered employees by failing to reimburse the covered employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to "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." *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

Defendants required Plaintiff and the covered employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the covered employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice.Defendants failed to reimburse Plaintiff and other similarly situated employees for necessary business expenses incurred in the discharge of their duties, including the required use of personal cell phones. Defendants required Plaintiff, and employees in similar roles, to use their personal mobile devices for work-related purposes, including downloading company-related applications, taking and transmitting work-related photographs, communicating via email and team messaging platforms, and coordinating job duties. Despite this requirement, Defendants did not reimburse Plaintiff or other covered employees for any portion of their cell phone expenses, including service costs, data usage, or damage resulting from such required use. These practices were not unique to Plaintiff, but were part of broader policies and expectations imposed on employees in similar positions, resulting in unreimbursed business expenses in violation of California law.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Provide Employee Records
Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders

Defendants violated Labor Code sections 226, 432, 1198.5, and 1174 with respect to the covered employees.

Labor Code section 226(b) requires employers to "afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer." Labor Code section 432 states that "[i]f an employee … signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." Labor Code section 1198.5 grants "[e]very current and former employee, or his or her representative, … the right to inspect and receive a copy of the personnel files that the employer maintains relating to the employee's performance or to any grievance concerning the employee." Section 7(A) (Records) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates that employers maintain and make available "time records showing when the employee begins and ends each work period" as well as time records showing "[m]eal periods, split shift intervals, and daily hours worked[.]" Labor Code section 1174(d) requires these and other records be maintained for at least three years.

Defendants failed to provide all records upon Plaintiff's request. On November 24, 2025, Plaintiff requested all of her employment records. Defendants provided some records on December 16, 2025. However, Defendants failed to produce Plaintiff's time records. To date, Defendants have still not provided Plaintiff's time records.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other covered employees.

Labor Code section 1174 requires that employers maintain accurate "payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other covered employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE –

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the covered employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

Elyssa Martinez

Elyssa Martinez, Esq.

ARD

Cc Plaintiff Lindsey Hedlind
Jacqueline Beaumont | jbeaumont@calljensen.com | Shareholder, Call & Jensen, APC