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ELECTRONICALLY FILED
 Superior Court of California,
 County of Solano
06/25/2026 at 06:30:23 PM
 By: S. Hopkins, Deputy Clerk

Attorneys for Plaintiffs GABRIEL KEKOA-SHAW PATTEN
 and JESPER ALEXIS OCHOA, on behalf of themselves and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

GABRIEL KEKOA-SHAW PATTEN and
 JESPER ALEXIS OCHOA, individuals, on
 behalf of themselves and others similarly
 situated,

Plaintiffs,

vs.

GENERAL LOGISTICS SYSTEMS US, INC.,
 a California stock corporation; and DOES 1
 through 50, inclusive,

Defendants.

Case No.: CU26-03800

CLASS ACTION

Assigned for All Purposes To:

Hon. Wendy G. Getty
 Dept.: 22

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Failure to Pay Reporting Time;
4. Failure to Pay for On-Call Time;
5. Failure to Provide Meal Periods Under Labor Code § 226.7;
6. Failure To Authorize and Permit Rest Periods Under Labor Code § 226.7;
7. Failure To Timely Furnish Accurate Itemized Wage Statements Under Labor Code § 226;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Illegal Wage Deductions Under Labor Code § 221;
11. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
12. Violation of Business & Professions Code § 17200 *et seq.*
13. Penalties Under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Complaint Filed: April 21, 2026
 Trial Date: None Set

1 Plaintiffs GABRIEL KEKOA-SHAW PATTEN and JESPER ALEX OCHOA (hereinafter
2 “Plaintiffs”), on behalf of themselves and other similarly situated non-exempt employees employed
3 by Defendants within the state of California during the relevant time period (collectively,
4 “Employees”), hereby file this Complaint asserting class and representative and individual claims
5 against Defendants GENERAL LOGISTICS SYSTEMS US, INC., a California stock corporation;
6 and DOES 1 to 50 (collectively referred to as “Defendants”). Plaintiffs are informed and believe, and
7 on the basis of that information and belief, allege as follows:

8 **INTRODUCTION**

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

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

15 3. The acts complained of herein occurred, occur and will occur, at least in part, within
16 the time period from four years preceding the filing of the original Complaint herein, up to and
17 through the time of trial for this matter (although this should not automatically be considered the
18 statute of limitations for any cause of action herein).

19 4. For introductory and general information only (and not to be considered a proposed
20 class definition), the relevant individuals in this action are Defendants’ non-exempt employees in
21 California who were subjected to Defendants’ policies and practices as described herein. Any
22 differences in job activities between the different individuals in these positions and locations were
23 and are legally insignificant to the class-wide issues presented by this action.

24 **PARTIES**

25 5. Plaintiffs are individuals over the age of 18 and now and/or during the times
26 mentioned in this Complaint were citizens of the State of California.

27 6. Plaintiff PATTEN worked for Defendants as an Unloader from on or around May
28 17, 2025 to August 21 2025, performing his job duties at Defendants’ behest in Solano County.

1 7. Plaintiff OCHOA worked for Defendants as a Yard Hustler from on or around
2 December, 2024 to August, 2025, performing his job duties at Defendants' behest in San Bernardino
3 County.

4 8. Plaintiffs seek recovery herein from Defendants because with regard to Plaintiffs,
5 while acting for Defendants in their capacity as hourly, non-exempt Unloaders and Yard Hustlers,
6 Defendants have:

- 7 a. Failed to pay minimum wages;
- 8 b. Failed to pay wages and overtime;
- 9 c. Failure to pay reporting time;
- 10 d. Failure to pay for on-call time
- 11 e. Failed to authorize and permit meal periods;
- 12 f. Failed to authorize and permit rest periods;
- 13 g. Failed to timely furnish accurate itemized wage statements;
- 14 h. Violated Labor Code § 204;
- 15 i. Violated Labor Code § 203;
- 16 j. Taken illegal wage deductions under Labor Code § 221;
- 17 k. Failed to reimburse necessary business expenses; and
- 18 l. Conducted unfair business practices.

19 9. Defendant GENERAL LOGISTICS SYSTEMS US, INC. is a California stock
20 corporation that lists its principal address as 1138 N Alma School Rd #206, Mesa, Arizona 85201
21 with the California Secretary of State. It lists its type of business as Logistics. Furthermore,
22 "GENERAL LOGISTICS SYSTEMS US, INC." is listed as the employer in paystubs and W-2
23 wage statements issued to Plaintiffs by Defendant. Additionally, the paystubs list the address 6750
24 Longe St Ste 100, Stockton, CA 95206. Moreover, Plaintiff PATTEN was required to report to
25 Defendants' jobsite located at 6700 Goodyear Rd, Benicia, CA 94510, in Solano County. Plaintiff
26 OCHOA was required to report to Defendants' jobsite located at 1600 Champagne Ave, Ontario,
27 CA 91761.

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1 10. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint
2 were licensed to do business and/or actually doing business in California. Plaintiffs do not know the
3 true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive and
4 for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil
5 Procedure § 474. Plaintiffs will seek leave of court to amend this Complaint to allege such names
6 and capacities as soon as they are ascertained.

7 11. Defendants, and each of them, are now and/or at all times mentioned in this
8 Complaint were in some manner legally responsible for the events, happenings, and circumstances
9 alleged in this Complaint. Defendants, and each of them, directly or indirectly, or through an agent
10 or any other person, employed or exercised control over the wages, hours, or working conditions of
11 Plaintiffs and, upon information and belief, the class members.

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

14 13. Defendants, and each of them, are now and/or at all times mentioned in this
15 Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-
16 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
17 mentioned in this Complaint were acting within the course and scope of that agency, servitude,
18 and/or employment.

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

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

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

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1 17. Defendants, and each of them, at all times mentioned in this Complaint aided and
2 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
3 causing the damages alleged in this Complaint.

4 **JURISDICTION AND VENUE**

5 18. The California Superior Court has jurisdiction in this matter due to Defendants'
6 aforementioned violations of California statutory law and/or related common law principles.

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

10 20. The California Superior Court also has jurisdiction in this matter because during their
11 employment with Defendants, Plaintiffs and the members of the putative Classes herein were all
12 California citizens and Defendant GENERAL LOGISTICS SYSTEMS US, INC. is a California stock
13 corporation. Further, there is no federal question at issue, as the issues herein are based solely on
14 California statutes and law.

15 21. Venue is proper in Solano County under Code of Civil Procedure §§ 395(a) and
16 395.5, in that liability arose there because at least some of the transactions that are the subject matter
17 of this Complaint occurred therein and/or each Defendant either is found, maintains offices,
18 transacts business, and/or has an agent therein.

19 **SUMMARY OF CLAIMS**

20 22. During Plaintiff PATTEN's employment with Defendants, he worked as an Unloader
21 at Defendants' job site in Solano County. Plaintiff PATTEN's job duties included unloading boxes
22 and packages from trucks and operating a forklift to transport materials throughout the warehouse,
23 and maintaining an organized workspace.

24 23. During Plaintiff OCHOA's employment with Defendants, he worked as a Yard
25 Hustler at Defendants' jobsite in San Bernardino County. Plaintiff OCHOA's job duties included
26 operating yard trucks to move and position trailers throughout the facility, operating forklifts and
27 other warehouse equipment to transport materials, and handling packages and freight for shipment
28 and storage.

1 24. Plaintiff PATTEN generally worked 30-40 hours per week, and six shifts per week.
2 Plaintiff PATTEN's scheduled hours were generally from 05:30 a.m. to 12:30 p.m. Plaintiff
3 OCHOA generally worked 35-40 hours per week, and five shifts per week. Plaintiff OCHOA's
4 scheduled hours were generally from 12:00 p.m. to 07:00 p.m. or 08:00 p.m. However, Plaintiffs
5 were required by Defendants to endure substantial off-the-clock work before and after their
6 scheduled shift hours, and during their meal breaks, and were not paid for all their hours worked at
7 the regular rate and at the correct overtime rates.

8 25. More specifically, with regard to Plaintiffs and the Class Members, Defendants have
9 committed the following violations:

10 a. **Failure to pay minimum wages.** Defendants' policy and practice of requiring
11 systematic off-the-clock work flowed in large part from requiring unlawful off-the-clock work from
12 Plaintiffs. Defendants required timekeeping entries to be inputted by Employees through a
13 timeclock. Although the timeclock was located at the entrance of the warehouse, Plaintiffs would
14 have to wait in line for other employees to clock in before being able to clock in for the start of their
15 shift. Plaintiff OCHOA similarly had to wait in line to clock out and back in for meal periods,
16 resulting additional uncompensated time under Defendants' control. Moreover, Plaintiffs were
17 required to use their personal cell phones in the performance of their required job duties, such as
18 communicating with management regarding work related activities. Plaintiffs regularly conducted
19 work activities off-the-clock and while under Defendants' control without compensation.

20 Additionally, Plaintiffs did not receive legally required, uninterrupted meal periods on a
21 regular basis because they were required to work through them without compensation. Defendants
22 would oftentimes make Plaintiffs clock out for their off-the-clock meal periods, but require Plaintiffs
23 to continue working through it. On occasion, Plaintiff OCHOA also worked shifts exceeding ten
24 hours in duration, yet Defendants failed to provide him with a legally required second meal period.
25 Thus, timekeeping records do not accurately reflect the actual hours Plaintiffs worked, and
26 Defendants failed to compensate them for such off-the-clock work in the self-interest of ensuring
27 timekeeping records were facially compliant with scheduled work and break times rather than actual
28 hours worked by Plaintiffs and the Class members while they were both on and off the clock. Also,

1 rest periods were regularly unlawfully interrupted, as Defendants' uniformly applied policies and
2 practices required Plaintiffs and their similarly situated co-workers to respond to management and
3 customer demands and conduct other work-related activities during what were supposed to be duty-
4 free breaks.

5 Thus, Plaintiffs worked more hours than they were scheduled and paid for, including hours
6 during their meal and rest breaks. Upon information and belief, other Employees of the Class were
7 subjected to the same unlawful policies and practices which Defendants uniformly applied and
8 implemented throughout the relevant period.

9 b. **Failure to pay wages and overtime.** Overtime hours were generally not
10 allowed, but Plaintiffs and the Class Members were often compelled to work many regular and
11 overtime hours off-the-clock and without compensation. Plaintiffs were therefore not paid for all
12 their hours worked at the required minimum, overtime, and double time wage rates due to
13 Defendants' uniformly applied and unlawful policy and practice of requiring them to work off the
14 clock and without pay.

15 Therefore, from at least four years prior to the filing of this lawsuit and continuing to the
16 present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
17 worked and failing to pay minimum wages for all time worked. Also, from at least four years prior
18 to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or
19 practice of failing to pay Employees overtime compensation at premium overtime rates for all hours
20 worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours
21 worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding
22 sections of IWC Wage Orders. To the extent Defendants paid any overtime premium wages for any
23 hours worked by Plaintiffs and the Class members, they failed to begin paying it when owed due to
24 post-shift off-the-clock work. Additionally, to the extent Defendants paid bonuses or shift
25 differentials or any other form of additional remuneration beyond hourly rates, they failed to include
26 these amounts in the regular rate used to calculate and pay Plaintiffs and the Class members the
27 overtime hours Defendants did pay.

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1 **c. Failure to pay reporting time.** Defendants also failed to pay reporting time pay
2 to Plaintiffs and Class members. Plaintiffs occasionally reported to work on their scheduled shift
3 and completed the assignment in under two hours, and were immediately sent home despite the fact
4 Defendants did not compensate them for their entire regularly scheduled shift times. Defendants
5 failed to pay Employees in such instances for half of their usual or scheduled day's work, at the
6 correct regular rate of pay.

7 **d. Failure to pay for on-call time.** Defendants also required Employees to
8 participate in an on-call schedule without proper compensation. During on-call shifts, Plaintiffs and
9 Class members remained under the control of Defendants while waiting for after-hours assignments
10 to come in, and were thus required to remain under Defendants' control and unable to engage in
11 personal activities and use such time as they chose to. While they were on-call, Defendants required
12 Plaintiffs and Class Members to maintain their personal cell phones on their person, required
13 employees to remain proximate to their general work area, and they were compelled to report to
14 work within the hour after being contacted by management or they would face reprimand. During
15 on-call time, Plaintiffs and Class members cannot easily trade in their on-call responsibilities with
16 another employee because there may not be another worker available. Plaintiffs could not trade their
17 on-call shift at all because the only available alternate worker was already working their shift.
18 Plaintiffs were also not permitted to decline the assignment because they were off the clock as doing
19 so would result in a severe reprimand from their managers, including termination, if they failed to
20 timely respond.

21 **e. Failure to authorize and permit meal periods.** Defendants failed to provide
22 Plaintiffs and the Class Members with all legally required unpaid, off-duty meal periods, in violation
23 of the applicable Wage Orders and the Labor Code. At all relevant times, Defendants did not have
24 a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods
25 or which authorized and permitted all legally required paid, off-duty meal periods to Plaintiffs and
26 the Class Members.

27 Plaintiffs and the Class Members were non-exempt employees who regularly worked
28 shifts in excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite

1 this, they were often required to do so without receiving a lawful and timely meal break or were
2 required to take shortened meal and rest breaks, or none at all, in order to keep up with work
3 demands and job duties and job requirements and pressure placed upon them by Defendants'
4 management to meet certain quotas. More specifically, Defendants required Plaintiffs and the Class
5 Members to perform off-the-clock work in a manner that would impact their timing and ability to
6 take meal periods, including requiring them to respond to work-related calls, inquiries, and other
7 demands during breaks. These practices resulted in further meal period violations.

8 Additionally, Defendants' managers would interrupt Plaintiffs and the Class Members
9 during their meal periods and compel them to complete work tasks. To whatever extent there was
10 ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be
11 management and work demands to attend to. This led to systematically late, interrupted, shortened,
12 missed, or on-duty meal periods. The excessive workloads, management expectations, and constant
13 job demands also contributed to Plaintiffs and the Class Members working through meal periods or
14 not taking them or taking them late so work could be accomplished or they were required to remain
15 under Defendants' control during meal periods. Upon information and belief, to whatever extent
16 Defendants attempt to rely upon alleged meal period waivers, they were either unenforceable and
17 invalid or were otherwise not agreed to by Plaintiffs and the Class members.

18 Therefore, Defendants maintained policies and procedures that resulted in systematic
19 meal period violations throughout Plaintiffs' employment. Defendants failed to provide Plaintiffs
20 and the Class Members with all legally required off-duty, unpaid meal periods when they worked
21 shifts of more than five hours and/or failed to pay meal period penalties for missed meal periods, as
22 required by the applicable Wage Order(s) and Labor Code. Upon information and belief, the other
23 Class Members were subjected to similar unlawful policies and practices and endured similar
24 violations as Plaintiffs at Defendants' hands. For at least four years prior to the filing of this action
25 and continuing through to the present, Plaintiffs and the Class Members were unable to take off duty
26 meal breaks or were otherwise not provided with the opportunity to take required breaks as required
27 under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions
28 when Plaintiffs and the Class Members were provided with a meal period, it was often untimely,

1 interrupted, or impermissibly shortened, and Employees were not provided with one hour's wages
2 in lieu thereof. Additionally, Defendants also failed to pay Employees "premium pay," i.e., one hour
3 of wages at each Employee's effective regular rate of compensation for each meal period that
4 Defendants failed to provide or deficiently provided. To the extent Defendants paid any meal period
5 premiums to Employees, they failed to include all forms of remuneration in the hourly rate at which
6 the premiums were paid.

7 **f. Failure to authorize and permit rest periods.** Defendants failed to authorize
8 and permit Plaintiffs and the Class Members to take duty-free, net ten minute rest breaks for every
9 four hours of shift work, or major fraction thereof. Plaintiffs and the other similarly situated Class
10 Members were either not authorized permitted the opportunity to take a rest break or were required
11 to remain under Defendants' control and respond to calls and instructions from management and
12 job demands if and when they even attempted to take one. Upon information and belief, Defendants
13 thus also failed to authorize and permit employees to leave the premises during rest breaks,
14 evidencing Defendants' policy and practice of requiring Plaintiffs and the Class Members to remain
15 under their control during required off-duty rest break times.

16 Rest breaks were not scheduled, and during Plaintiffs' entire employment with
17 Defendants, Plaintiffs were permitted to take their rest breaks only when an unlikely break in their
18 work demands presented an opportunity. Therefore, Plaintiffs frequently had to skip out on their
19 legally entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to comply
20 with management and job demands, despite being entitled to receive at least two paid, timely,
21 uninterrupted, and duty-free ten minute rest breaks during each of their work shifts.

22 Defendants' uniformly applied policies and practices thus resulted in untimely and
23 shortened or on-duty rest breaks if and when Plaintiffs attempted to take one. Plaintiffs and the Class
24 Members worked shifts of at least eight hours, which required at least two rest breaks, and
25 consistently worked shifts over ten hours, which required at least three rest breaks. Even on the
26 occasions when Defendants authorized and permitted Plaintiffs to take a first rest break, they were
27 often forced to skip out on a second and/or a third break, and those that were provided were often
28 late and generally interrupted by job duties and requirements.

1 During rest periods, employers must relieve employees of all duties and relinquish
2 control over how employees spend their time. Plaintiffs and the Class Members were and are under
3 Defendants' control when they are working through rest breaks and are unable to use their rest break
4 time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiffs
5 attempted to take one, the rest breaks were either impermissibly shortened or untimely rest breaks
6 to Plaintiffs and the Class Members. Plaintiffs and the Class Members were thus not authorized and
7 permitted to take lawful rest periods, were systematically required by Defendants to work through
8 or during breaks, and were not provided with one hour's wages in lieu thereof. They were required
9 to remain on-duty during breaks or portions of their breaks, thus making rest breaks either untimely
10 or shortened and on-duty, and they were also prevented from leaving the premises and otherwise
11 were required to remain under Defendants' control during rest breaks under Defendants' uniformly
12 applied policies and practices. Defendants also failed to pay Employees "premium pay," i.e., one
13 hour of wages at each Employee's effective regular rate for rest break violations.

14 **g. Failure to timely furnish accurate itemized wage statements.** Defendants have
15 consistently failed to provide Plaintiffs and the Class Members with timely, accurate, and itemized
16 wage statements, in writing, as required by California wage-and-hour laws. More specifically,
17 Defendants also failed to provide Plaintiffs and the Class Members with complete and accurate wage
18 statements, as those provided failed to show, among other things, the correct wages owed for time
19 worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor
20 Code § 226 provides that every employer shall furnish each of his or her employees with an accurate
21 itemized wage statement in writing showing, among other things, gross wages earned and all
22 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
23 at each hourly rate. The wage statements Defendants provided to Plaintiffs and the Class Members
24 failed to list or to accurately list the wage rates or the hours worked at those rates during the pay
25 period which led to the calculated pay listed by Defendants without any further detail. In addition
26 to derivative violations, Defendants also committed facial violations of Labor Code § 226 by
27 providing wage statements to Class Members that failed to show or otherwise list and comply with
28 the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9).

1 Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
2 reporting total hours worked and total wages earned by Plaintiffs and the Class Members, along
3 with the appropriate applicable rates, among other requirements. Defendants have also failed to
4 comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time
5 records showing when the employee begins and ends each work period, meal periods, and wages
6 earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage
7 statements all deductions from payment of wages and accurately reporting total hours worked.

8 **h. Violation of Labor Code § 204.** Defendants required Plaintiffs and the Class
9 Members to work off-the-clock without proper compensation, including time worked after clocking
10 out of shifts or during meal, rest, and recovery periods, thereby resulting in unlawful on-duty meal
11 and rest periods. Defendants also failed to pay all overtime premium wages owed for work
12 performed during a work shift and a workweek, as alleged above. As a result, Defendants maintained
13 a uniform and consistent policy and practice of failing to timely pay all wages owed to Plaintiffs
14 and Class Members, in violation of California wage-and-hour laws, including Labor Code § 204.

15 **i. Violation of Labor Code § 203.** Defendants have followed a uniform and
16 consistent policy of failing to pay all wages owed to Plaintiffs and other similarly situated
17 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
18 required by California wage-and-hour laws. In view of the above addressed violations, Defendants
19 have also failed to pay all wages owed to Plaintiffs and the Class members at termination or
20 resignation in accordance with the requirements of Labor Code § 201-203.

21 **j. Illegal wage deductions under Labor Code § 221.** Defendants have
22 consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees'
23 earned wages, including by the above described off-the-clock work and other wage violations,
24 including requiring on-duty work during unpaid meal breaks. Defendants have consistently and
25 unlawfully collected or received wages from Employees by not compensating Plaintiffs and the
26 Class Members for all hours worked, including on-duty meal periods they were required to endure
27 under Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by
28 and owed to Plaintiffs and the Class members, in violation of Labor Code § 221.

1 **k. Failure to reimburse necessary business expenses.** From at least four years
2 prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required
3 Plaintiffs and the Class Members to incur necessary business expenses in the course of performing
4 their required job duties without reimbursement. These expenses included the use of personal cell
5 phones for work-related activities, such as timekeeping, and communications with management, as
6 required by Defendants. Moreover, Plaintiffs were required to purchase protective gear, such as
7 work appropriate gloves and a safety vest to perform their duties. Plaintiffs' wage statements do not
8 reflect reimbursements for these and other such necessary business expenses. Defendants were
9 required to reimburse Plaintiffs and the Class Members for all necessary work related expenditures
10 pursuant to Labor Code § 2802, but they systematically failed to do so.

11 **l. Violation of Business & Professions Code § 17200 et seq.** Through their
12 violations of the Labor Code and other unfair, unlawful, and fraudulent practices alleged in this
13 Complaint, Defendants have obtained and enjoyed benefits at the expense of Plaintiffs and the Class
14 Members. Thus, Plaintiffs and the Class Members seek injunctive relief, restitution, and
15 disgorgement of all such benefits pursuant to Business and Professions Code §§ 17200-17208.

16 26. In light of the foregoing, Plaintiffs and the Employees in the Class bring this action
17 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4,
18 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5,
19 1199, and 2802, Business & Professions Code § 17200 et seq., and California Code of Regulations,
20 Title 8, section 11000 et seq.

21 27. As the employers of Employees, Defendants, and each of them, exercised control
22 over the wages, hours or working conditions of Employees, created and implemented the policies
23 and practices that governed the employment of Plaintiffs and the Class Members and dictated their
24 job duties and responsibilities, or otherwise suffered or permitted Plaintiffs and the other Employee
25 Class Members to work, or engaged them, thereby creating a common law employment relationship
26 with the Employee Class Members. Therefore, Defendants, and each of them, employed or jointly
27 employed the Employee Class Members.

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CLASS ACTION ALLEGATIONS

28. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.” Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

29. Plaintiffs seek to represent a Class (or “the Class” or “Class Members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt employees within the State of California.” This includes those employed as unloaders, yard hustlers, and in various related warehousing related positions at Defendants’ California locations, other employees providing unloading and other related warehousing and logistics services, and those in similar and related positions. Further, Plaintiffs will seek to represent and certify the putative Classes currently composed of and defined as follows:

a. Class 1. Minimum Wages Class. All Class members who were subjected to Defendants’ policies and practices regarding the payment of minimum wages as specifically described herein.

b. Class 2. Overtime Class. All Class members who were subjected to Defendants’ policies and practices regarding the payment of overtime wages as specifically described herein.

c. Class 3. Reporting Time Pay Class. All Class members who were not compensated for reporting time pay.

d. Class 4. On-Call Class: All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week while they were on-call.

e. Class 5. Meal Period Class. All Class members who were subjected to Defendants’ policies and practices regarding meal periods as specifically described herein.

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1 f. Class 6. Rest Period Class. All Class members who were subjected to
2 Defendants' policies and practices regarding paid rest periods as specifically described herein.

3 g. Class 7. Wage Statement Class. All Class members who were subjected to
4 Defendants' policies and practices regarding itemized wage statements as specifically described
5 herein.

6 h. Class 8. Failure to Timely Pay Class. All Class members who were subject to
7 Defendants' policy and practice of not timely paying all wages earned when they were due and
8 payable at least twice monthly.

9 i. Class 9. Termination Pay Class. All Class members who, within the applicable
10 limitations period, either voluntarily or involuntarily separated from their employment and were
11 subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

12 j. Class 10. Unauthorized Deductions from Wages Class. All Class members who
13 were subjected to Defendants' policies and practices regarding wage deductions as specifically
14 described herein.

15 k. Class 11. Expense Reimbursement Class. All Class members who were
16 subjected to Defendants' policies and practices regarding business expense reimbursement as
17 specifically described herein.

18 l. Class 12. UCL Class. All Class members who are owed restitution as a result
19 of Defendants' business acts and practices, to the extent such acts and practices are found to be
20 unlawful, deceptive, and/or unfair.

21 30. **The Minimum Wage Class, Overtime Class, Reporting Time Class, On-Call**
22 **Class, Meal Period Class, Rest Period Class, Wage Statement Class, Failure to Timely Pay**
23 **Class, Termination Pay Class, Unauthorized Deductions from Wages Class, Expense**
24 **Reimbursement Class, and UCL Class** are herein collectively referred to as the "Classes."

25 31. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or modify
26 the class descriptions with greater particularity or to provide further division into subclasses or
27 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
28 against Defendants, the Class Period should be adjusted accordingly.

1 32. This action has been brought and may properly be maintained as a class action under
2 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
3 interest in this litigation and the proposed Classes are easily ascertainable from the employment
4 records for Plaintiffs and the Class members that Defendants are required to maintain under
5 California law.

6 **A. Numerosity**

7 33. The potential quantity of members of the Class as defined are so numerous that
8 joinder of all the Class members is unfeasible and impracticable. The disposition of the claims of
9 the members of the Classes through this class action will benefit both the parties and this Court. The
10 precise quantity of the members of the Classes is unknown to Plaintiffs at this time. However,
11 Plaintiffs are informed and believe that Defendants employ or, during the time period relevant to
12 this lawsuit employed, at least hundreds of Employees who satisfy the Class definitions within the
13 State of California. Plaintiffs assert that the quantity and identity of such membership is readily
14 ascertainable via inspection of Defendants' employment records.

15 **B. Commonality**

16 34. There are common question of law and fact as to the members of the Classes which
17 predominate over any questions affecting only individual members of the Classes. The common
18 questions are numerous and substantial and flow from Defendants' uniform policies and/or practices
19 of violating the California Labor Code addressed above. As such, these common questions
20 predominate over individual questions concerning each individual Class Member's showing as to
21 his or her eligibility for recovery or as to the amount of damages. These common questions of law
22 and fact include:

- 23 a. Whether Defendants failed to pay Employees minimum wages, including for all
24 hours worked;
- 25 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 26 c. Whether Defendants failed to pay Employees overtime as required under Labor
27 Code § 510;

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- 1 d. Whether Defendants violated Labor Code § 1194 by failing to compensate all
2 Employees during the relevant time period for all hours worked, whether regular
3 or overtime;
- 4 e. Whether Defendants paid reporting time pay;
- 5 f. Whether Defendants failed to compensate Employees for on-call time;
- 6 g. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
7 IWC Wage Orders, by failing to provide Employees with requisite meal periods
8 or premium pay in lieu thereof;
- 9 h. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
10 Orders, by failing to authorize and permit Employees to take requisite rest breaks
11 or cooldown periods or provide premium pay in lieu thereof;
- 12 i. Whether Defendants' conduct was willful;
- 13 j. Whether Defendants violated Labor Code § 226(a) by providing Employees with
14 inaccurate wage statements and wage statements that omitted many of the Section
15 226(a) requirements;
- 16 k. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
17 wages earned at least twice monthly;
- 18 l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
19 wages and compensation due and owing at the time of termination of
20 employment;
- 21 m. Whether Defendants violated Labor Code § 221;
- 22 n. Whether Defendants violated Labor Code § 2802 by failing to reimburse
23 necessary business expenses incurred by Employees;
- 24 o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 25 p. Whether Employees are entitled to equitable relief pursuant to Business and
26 Professions Code § 17200 *et seq.*;
- 27 q. Whether the members of the Classes are entitled to injunctive relief;
- 28 r. Whether the members of the Classes are entitled to restitution;

- 1 s. Whether Defendants are liable for attorneys' fees and costs; and
- 2 t. Whether each member of the Classes might be required to ultimately justify an
- 3 individual claim does not preclude maintenance of a class action.

4 **C. Typicality**

5 35. The claims of the named Plaintiffs are typical of the claims of all members of the

6 Classes they seek to represent because all members of the Classes sustained injuries and damages

7 arising out of and caused by Defendants' common course of conduct and uniformly applied policies

8 in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein.

9 Plaintiffs' claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break

10 violations that they were required to endure are typical of those of the other members of the Classes.

11 **D. Adequacy of Representation**

12 36. Plaintiffs are an adequate representative of the Classes they seek to represent, will

13 fairly and adequately protect the interests of the members of the Classes, have no interests

14 antagonistic to those members, and will vigorously prosecute this action through attorneys who are

15 competent, skilled, and experienced in litigating matters of this type.

16 **E. Superiority of Class Action**

17 37. The nature of this action and the nature of the laws available to Plaintiffs make the

18 class action format particularly efficient and the appropriate procedural mechanism to afford relief

19 for the wrongs alleged herein. California has a strong public policy favoring the use of the class

20 action device, especially where it promotes judicial economy and access to justice.

21 38. By allowing the claims of many individuals to be resolved in a single proceeding, a

22 class action eliminates the possibility of repetitious litigation and provides a meaningful method of

23 redress for claimants whose individual damages may be too small to justify separate lawsuits. This

24 case involves large corporate Defendants and numerous individual Class members asserting

25 relatively small claims that arise from common questions of law and fact.

26 39. If each member of the Classes was required to file an individual lawsuit, Defendants

27 would gain an unconscionable advantage because Defendants would be able to exploit their vastly

28 superior financial and legal resources and overwhelm the limited resources of each individual

1 member of the Classes.

2 40. Requiring each member of the Classes to pursue an individual remedy would also
3 discourage the assertion of lawful claims by members of the Classes who would be disinclined to
4 pursue a lawsuit against Defendants because of an appreciable and justifiable fear of retaliation and
5 permanent harm to their lives, careers, and well-being.

6 41. The proof of Defendants' common business practices and uniform factual patterns
7 experienced by the members of the Classes is representative of the Classes and will establish each
8 Class member's right to recover on the causes of action alleged herein.

9 42. Absent class treatment, the prosecution of separate actions would create a substantial
10 risk of duplicative proceedings in which individual plaintiffs would present the same or similar
11 arguments, evidence, and expert testimony. It would also result in a multiplicity of trials at enormous
12 expense both the parties and the judicial system, as well as inconsistent or varying adjudications
13 with respect to individual members of the Classes against Defendants. Moreover, it could lead to
14 incompatible standards of conduct for Defendants, and conflicting legal determinations with
15 respects to individual members of the Classes, which would, as a practical matter, be dispositive the
16 interest of the other members of the Classes who are not parties to the adjudications or which would
17 substantially impair or impede the ability of the members of the Classes to protect their interests.

18 43. Moreover, the individual claims of the members of the Classes are not sufficiently
19 large enough to warrant vigorous individual prosecution when considering all of the concomitant
20 costs and expenses attendant thereto. Courts routinely fashion methods to manage individual
21 questions when seeking to preserve efficiencies and other benefits of class actions. Nevertheless,
22 the Supreme Court of California has expressly urged trial courts to employ innovative procedural
23 tools to certify and manage class actions, consistent with their obligation to ensure that such actions
24 remain fair, efficient, and manageable.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(On Behalf of the Minimum Wage Class)**

5 **(Against All Defendants)**

6 44. Plaintiffs incorporate by reference and reallege each and every one of the allegations
7 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

8 45. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in
9 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
10 the rate of no less than one and one-half times the regular rate of pay for any employee.”

11 46. Labor Code § 1182.12 provides the statewide minimum wage in California.

12 47. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a lesser
13 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
14 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
15 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
16 attorney’s fees, and costs of suit.”

17 48. Further, under Labor Code § 1197, payment of less than the minimum wage fixed by
18 the Labor Commission is unlawful.

19 49. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours
20 set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

21 50. Under the IWC Wage Order(s), Defendants are required to pay the members of the
22 Minimum Wage Class for all hours worked, meaning the time during which an employee is subject
23 to the control of an employer, including all the time the employee is suffered or permitted to work,
24 whether or not required to do so.

25 51. Defendants, as a matter of established company policy and procedures, and at each
26 and every job site and facility owned and/or operated by Defendants, consistently administered
27 uniform company-wide pay policies and practices applicable to the members of the Minimum Wage
28 Class, including, but not limited to, the following:

- a. Requiring the members of the Minimum Wage Class to engage in off-the-clock work before being allowed to clock in for the start of their shifts; and
- b. Requiring the members of the Minimum Wage Class to use their personal mobile devices for work-related tasks, including before and/or after their shifts.

52. As such, Defendants scheduled to work and/or required the members of the Minimum Wage Class to work without paying for all time they were under Defendants' control. Because Defendants required the members of the Wage Class to remain under Defendants' control without paying therefore, this resulted in the members of the Wage Class earning less than the legal minimum wage in the State of California.

53. Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, under Labor Code § 218, to recovery by Plaintiffs and the members of the Wage Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

54. Further, Defendants' pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the straight time compensation paid and the applicable minimum wage, including interest thereon.

55. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage Class seek recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

56. That calculation of individual damages for the members of the Wage Class may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation.

57. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

58. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(On Behalf of the Overtime Class)
(Against All Defendants)

59. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

60. Labor Code § 510(a) states in pertinent part: “Any work in excess of eight hours in one workday and any work in excess of 40 hours 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 any employee.”

61. Labor Code § 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

62. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

63. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

- a. Administered a uniform company policy and practice as to the pay policies regarding Plaintiffs and the members of the Overtime Class; and
- b. Scheduled to work and in fact required Plaintiffs and the members of the Overtime Class to work in excess of eight hours per workday and/or in excess of 40 hours per workweek without paying overtime compensation for all hours they were under Defendants' control.

64. Defendants' pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement,

1 under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of the Overtime
2 Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums owing.

3 65. That calculation of individual damages for the members of the Overtime Class may
4 at some point be required does not foreclose the possibility of taking common evidence on questions
5 regarding their entitlement to overtime compensation.

6 66. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of the
7 Overtime Class seek recovery of pre-judgment interest on all amounts recovered herein.

8 67. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Class request
9 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

10 **THIRD CAUSE OF ACTION**
11 **FAILURE TO PAY REPORTING TIME PAY**
12 **(On Behalf of the Reporting Time Class)**
13 **(Against All Defendants)**

14 68. Plaintiffs re-alleges and incorporate all preceding paragraphs, as though set forth in
15 full herein.

16 69. Under the IWC Wage Order(s), Defendants are required to pay the members of the
17 Reporting Time Class for all hours worked, meaning the time during which an employee is subject
18 to the control of an employer.

19 70. The IWC Wage Order(s) § 5(A) states, "Each workday an employee is required to
20 report for work and does report, but is not put to work or is furnished less than half said employee's
21 usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's
22 work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's
23 regular rate of pay, which shall not be less than the minimum wage."

24 71. The IWC Wage Order(s) § 5(B) states, "If an employee is required to report for work
25 a second time in any one workday and is furnished less than two (2) hours of work on the second
26 reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which
27 shall not be less than the minimum wage."

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1 72. Defendants, as a matter of established company policy and procedure, at each and
2 every one of the individual facilities owned and/or operated by Defendants, regularly and
3 consistently required the members of the Reporting Time Class to report for work at their scheduled
4 reporting time and then did not put them to work and/or furnished less than half of their usual or
5 scheduled day's work without paying for half the usual or scheduled day's work (at least two hours)
6 at each respective Reporting Time Class Member's regular rate of pay. Further, Defendant would
7 contact the Reporting Time Class on the day before their shift to see if they were available to work,
8 but, if not summoned to work, were paid for less than half the usual or schedule day's work at each
9 respective Reporting Time Class Member's regular rate of pay.

10 73. At no time when Defendants did not pay the legally requisite reporting time pay were
11 the provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants' acts were not
12 because of threats to employees or property, public utility failures, Acts of God or other causes not
13 within Defendants' control or employees on paid standby status.

14 74. The pattern and practice in uniform administration of corporate policy regarding
15 Defendants' failure to pay the legal reporting time pay to the members of the Reporting Time Class
16 as described herein is unlawful and creates entitlement to recovery by the members of the Reporting
17 Time Class, in a civil action, for the unpaid balance of the full amount of the unpaid wages owed,
18 including interest thereon.

19 75. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Reporting
20 Time Class seek recovery of pre-judgment interest on all amounts recovered herein.

21 76. Under Labor Code § 218.5, the members of the Reporting Time Class request that
22 the Court award reasonable attorneys' fees and costs incurred by them in this action.

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FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE ON-CALL PAY
(On Behalf of the On-Call Class)
(Against All Defendants)

77. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

78. Under the IWC Wage Order(s), Defendants are required to pay the members of the On-Call Class for all hours worked, meaning the time during which an employee is subject to the control of an employer.

79. The IWC Wage Order(s) § 5(A) states, "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."

80. Further, Labor Code § 1182.12 provides the statewide minimum wage in California.

81. Labor Code § 1194(a) states, "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

82. Further, under Labor Code § 1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

83. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

84. Under the IWC Wage Order(s), Defendants are required to pay the members of the On-Call Class for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

85. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, regularly and consistently scheduled members of the On-Call Class to be available on-call and to standby, meaning to be available within the hour.

86. Nonetheless, the members of the On-Call Class were not paid for the time they spent waiting under Defendants' control and/or were paid for less than half the usual or schedule day's work at each respective On-Call Class Member's regular rate of pay.

87. At no time when Defendants did not pay the legally requisite on-call pay were the provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants' acts were not because of threats to employees or property, public utility failures, Acts of God or other causes not within Defendants' control or employees on paid on-call status.

88. The pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal on-call pay to the members of the On-Call Class as described herein is unlawful and creates entitlement to recovery by the members of the On-Call Class, in a civil action, for the unpaid balance of the full amount of the unpaid wages owed, including interest thereon.

89. Under Labor Code § 218.6 and Civil Code § 3287, the members of the On-Call Class seek recovery of pre-judgment interest on all amounts recovered herein.

90. Under Labor Code § 218.5, the members of the On-Call Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

FIFTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS

(On Behalf of the Meal Period Class)

(Against All Defendants)

91. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

92. Labor Code § 512 provides that “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of

1 not less than 30 minutes, except that if the total work period per day of the employee is no more
2 than six hours, the meal period may be waived by mutual consent of both the employer and
3 employee. An employer may not employ an employee for a work period of more than 10 hours per
4 day without providing the employee with a second meal period of not less than 30 minutes, except
5 that if the total hours worked is no more than 12 hours, the second meal period may be waived by
6 mutual consent of the employer and the employee only if the first meal period was not waived.”

7 93. Labor Code § 226.7(b) provides that “An employer shall not require an employee to
8 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
9 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
10 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

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

14 95. Section 11(C) of the IWC Wage Orders provides “Unless the employee is relieved
15 of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal
16 period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the
17 nature of the work prevents an employee from being relieved of all duty and when by written
18 agreement between the parties an on-the-job paid meal period is agreed to. The written agreement
19 shall state that the employee may, in writing, revoke the agreement at any time.”

20 96. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to provide
21 an employee a meal period in accordance with the applicable provisions of this order, the employer
22 shall pay the employee 1 hour of pay at the employee’s regular rate of compensation for each
23 workday that the meal period is not provided.”

24 97. On one or more occasions, the members of the Meal Period Class worked over five
25 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30 minutes
26 prior to exceeding five hours of employment. Further, the members of the Meal Period Class did
27 not validly or legally waive their meal periods, by mutual consent with Defendants or otherwise.
28 Additionally, the members of the Meal Period Class did not enter into any written agreement with

1 Defendants agreeing to an on-duty paid meal period.

2 98. As a matter of Defendants' established company policy, Defendants failed to always
3 comply with the meal period requirements established by Labor Code §§ 226.7, 512, and 516, and
4 Section 11 of the IWC Wage Order(s) by failing to always provide the members of the Meal Period
5 Class with a first and in some cases a second legally compliant meal period.

6 99. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which
7 states "If an employer fails to provide an employee a meal or rest or recovery period in accordance
8 with a state law, including, but not limited to, an applicable statute or applicable regulation, standard,
9 or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards
10 Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one
11 additional hour of pay at the employee's regular rate of compensation for each workday that the
12 meal or rest or recovery period is not provided," Plaintiffs and the members of the Meal Period Class
13 are entitled to damages in an amount equal to one (1) additional hour of pay at each employee's
14 regular rate of compensation for each work day that the meal period was not provided, in a sum to
15 be proven at trial.

16 100. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period
17 Class seek recovery of pre-judgment interest on all amounts recovered herein.

18 **SIXTH CAUSE OF ACTION**

19 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

20 **(On Behalf of the Rest Period Class)**

21 **(Against All Defendants)**

22 101. Plaintiffs incorporate by reference and reallege each and every one of the allegations
23 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

24 102. Labor Code § 226.7(b) provides, "An employer shall not require an employee to
25 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
26 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
27 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

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

4 104. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize
5 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of
6 each work period. The authorized rest period time shall be based on the total hours worked daily at
7 the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a
8 rest period need not be authorized for employees whose total daily work time is less than three and
9 one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there
10 shall be no deduction from wages.”

11 105. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269, the California
12 Supreme Court held that “during rest periods employers must relieve employees of all duties and
13 relinquish control over how employees spend their time.” The court further noted that employees
14 must be free to “[take a] brief walk,” or “take care of other personal matters...” (*Id.* at p. 270.)

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

19 107. The members of the Rest Period Class sometimes worked over four hours per shift.
20 Further, the members of the Rest Period Class sometimes worked over six hours per shift and in
21 some cases over 10 hours per shift.

22 108. The members of the Rest Period Class are entitled to a rest period of not less than 10
23 minutes for every four hours of work or major fraction thereof.

24 109. As a matter of Defendants’ established company policy, Defendants failed to always
25 authorize and permit legally compliant rest periods. Defendants did not authorize and permit rest
26 periods for shifts every four hours or major fraction thereof, failed to relinquish control over how
27 employees spent their break time, required the members of the Rest Period Class to carry personal
28 cellphones, prevented the members of the Rest Period Class from taking uninterrupted rest periods,

1 exerted coercion against the taking of legally protected breaks, and/or forbid members of the Rest
2 Period Class from leaving Defendants' facilities.

3 110. Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) instructs that "if
4 an employer fails to provide an employee a meal or rest period in accordance with an applicable
5 order of the Industrial Welfare Commission, the employer shall pay the employee one additional
6 hour of pay at the employee's regular rate of compensation for each work day that the meal or rest
7 period is not provided," the members of the Rest Period Class are entitled to damages in an amount
8 equal to one (1) additional hour of pay at each employee's regular rate of compensation for each
9 work day that one or more rest periods were not so provided.

10 111. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest Period
11 Class seek recovery of pre-judgment interest on all amounts recovered herein.

12 **SEVENTH CAUSE OF ACTION**

13 **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

14 **(On Behalf of the Wage Statement Class)**

15 **(Against All Defendants)**

16 112. Plaintiffs incorporate by reference and reallege each and every one of the allegations
17 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

18 113. Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly or
19 at the time of each payment of wages, furnish each of his or her employees, either as a detachable
20 part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid
21 by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
22 earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the
23 inclusive dates of the period for which the employee is paid... (8) the name and address of the legal
24 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
25 and the corresponding number of hours worked at each hourly rate by the employee...."

26 114. Further, the IWC Wage Orders § 7(A) states in pertinent part, "(A) Every employer
27 shall keep accurate information with respect to each employee including the following: (3) Time
28 records showing when the employee begins and ends each work period. Meal periods, split shift

1 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll
2 period and applicable rates of pay....”

3 115. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A), California
4 employers are required to maintain accurate records pertaining to the total hours worked for
5 Defendants by the members of the Wage Statement Class, including but not limited to, beginning
6 and ending of each work period, meal period and split shift interval, the total daily hours worked,
7 and the total hours worked per pay period and applicable rates of pay.

8 116. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
9 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Wage
10 Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2)
11 total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all applicable
12 hourly rates in effect during each respective pay period and the corresponding number of hours
13 worked at each hourly rate by each respective individual.

14 117. As set forth herein in prior causes of action, Defendants failed to pay the members
15 of the Wage Statement Class all wages due and owing.

16 118. As a result of this failure to pay wages and as a pattern and practice in violation of
17 Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants knowingly and intentionally
18 failed to furnish accurate wage statements to the members of the Wage Statement Class, including,
19 but not limited to, failing to provide the beginning and ending of each work period, meal period
20 interval, total daily hours worked, total hours worked per pay period, and the applicable rates of pay.

21 119. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
22 employee suffers injury if the employer fails to provide accurate and complete information as
23 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
24 promptly and easily ascertain requisite information without reference to other documents or
25 information. Here, the members of Wage Statement Class suffered injury because, due to
26 Defendants’ failure to pay all wages due and owing, Defendants failed to provide accurate and
27 complete information as required by one or more items listed in Labor Code § 226(a)(1)-(9).

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

121. The actual injuries suffered by the members of the Wage Statement Class as a result of Defendants' knowing and intentional failure to provide accurate records for the members of the Wage Statement Class include but are not limited to:

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

122. Under Labor Code § 226(e), the members of the Wage Statement Class are entitled to \$50.00 per employee for the initial pay period in which a violation hereunder occurs and \$100.00 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000.00.

123. Under Labor Code § 226(g), the currently employed members of the Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226.

124. Under Labor Code §§ 226(e)/(g), the members of the Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(On Behalf of the Failure to Timely Pay Class)
(Against All Defendants)

125. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

126. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.”

127. As detailed above, Defendants maintained a consistently applied policy and practice of not paying the members of the Failure to Timely Pay Class all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Furthermore, Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period pursuant to Labor Code § 204(d).

128. Defendants had a consistent and uniform policy, practice, and procedure of failing to comply with Labor Code § 204 with regard to Plaintiffs and the members of the Failure to Timely Pay Class. Thus Plaintiffs and the members of the Failure to Timely Pay Class are entitled to

1 recovery under Labor Code §§ 204 and/or 210.

2 **NINTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 203**

4 **(On Behalf of the Termination Pay Class)**

5 **(Against All Defendants)**

6 129. Plaintiffs incorporate by reference and reallege each and every one of the allegations
7 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

8 130. Labor Code § 203 provides that if an employer willfully fails to pay, without
9 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee
10 who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to
11 30 days from the due date thereof, until paid or until an action therefor is commenced.

12 131. The members of the Termination Pay Class are no longer employed by Defendants
13 as they were either fired from or quit Defendants' employ.

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

17 133. As set forth above, Defendants willfully failed to pay the members of the
18 Termination Pay Class their entire wages due and owing at the time of their termination or within
19 seventy-two hours of their resignation and failed to pay those sums for up to 30 days thereafter.

20 134. Defendants' willful failure to pay wages to the members of the Termination Pay
21 Class violates Labor Code § 203 because Defendants knew or should have known wages were due
22 to the members of the Termination Pay Class, as set forth above, but Defendants failed to pay them.

23 135. Thus, the Termination Pay Class are entitled to recovery under Labor Code § 203.

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TENTH CAUSE OF ACTION
ILLEGAL WAGE DEDUCTIONS UNDER LABOR CODE § 221
(On Behalf of the Unauthorized Deduction Class)
(Against All Defendants)

136. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

137. Labor Code § 221 states “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

138. As a matter of Defendants’ established company policy, Defendants willfully and intentionally made deductions from the wages of the members of the members of the Unauthorized Deduction Class during the appropriate time period, including but not limited to deductions from requiring off-the-clock work, as well as understating the hours worked by Employees, and by not lawfully providing meal periods and rest periods, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by the members of the Unauthorized Deduction Class, as addressed in detail above.

139. By not compensating Employees for all hours worked, and by failing to compensate them at the required regular and overtime rates of pay, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

140. As a direct and proximate result of Defendants’ improper wage deductions, the members of the Unauthorized Deduction Class have been damaged in an amount according to proof at the time of trial.

141. The members of the Unauthorized Deduction Class seek reimbursement of such illegal wage deductions. Further, the members of the Unauthorized Deduction Class are entitled to recover from Defendants the full amount of all illegal wage deductions, plus penalties, interest, reasonable attorneys’ fees and costs of suit.

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ELEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES
(On Behalf of the Expense Reimbursement Class)
(Against All Defendants)

142. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

143. Under Labor Code § 2802(a), “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.”

144. Labor Code § 2804 states in pertinent part, “Any 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.”

145. As a matter of Defendants’ established company policy, Defendants required the members of the Expense Reimbursement Class to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to the use of personal cell phones for work-related activities, such as timekeeping, and communications with management, as required by Defendants. Moreover, Defendants required the members of the Expense Reimbursement Class to purchase protective gear, such as work appropriate gloves and a safety vest to perform their duties. Defendants are legally required to reimburse the members of the Expense Reimbursement Class for all necessary expenditures.

146. Defendants failed to fully and reasonably reimburse the members of the Expense Reimbursement Class for all necessary expenditures, including but not limited to the aforementioned expenditures.

147. As a proximate result of the aforementioned violations of Labor Code § 2802(a), the members of the Expense Reimbursement Class have been damaged and are entitled to recovery from Defendants of the unpaid balance for all necessary expenditures, including but not limited to the aforementioned expenditures, in an amount according to proof at the time of trial.

1 148. Under Labor Code § 2802(b), the members of the Reimbursements Class request that
2 the Court award interest at the same rate as judgments in civil actions, accruing from the date on
3 which each member of the Reimbursements Class incurred the necessary expenditure or loss.

4 149. Under Labor Code § 2802(c), the members of the Reimbursements Class request that
5 the Court award reasonable attorneys' fees and costs incurred by them in this action.

6 **TWELFTH CAUSE OF ACTION**
7 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
8 **(On Behalf of the UCL Class)**
9 **(Against All Defendants)**

10 150. Plaintiffs incorporate by reference and reallege each and every one of the allegations
11 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

12 151. Business & Professions Code § 17200 provides, in pertinent part, "unfair competition
13 shall mean and include any unlawful, unfair or fraudulent business act." Defendants have engaged
14 in unlawful, unfair and fraudulent business acts or practices prohibited by Business & Professions
15 Code § 17200, including those set forth in the preceding and foregoing paragraphs of the complaint,
16 thereby depriving the members of the UCL Class of the minimum working standards and conditions
17 due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

18 152. Business & Professions Code § 17204 provides that an action for any relief from
19 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
20 money or property as a result of such unfair competition.

21 153. Business & Professions Code § 17205 provides that unless otherwise expressly
22 provided, the remedies or penalties provided for unfair competition "are cumulative to each other
23 and to the remedies or penalties available under all other laws of this state."

24 154. Defendants have engaged in unfair business practices in California by practicing,
25 employing and utilizing the employment practices outlined in the preceding paragraphs,
26 specifically, by requiring employees to perform the labor services complained of herein without the
27 requisite compensation.

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155. Defendants' use of such practices constitutes an unfair business practice and unfair competition and provides an unfair advantage over Defendants' competitors.

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

157. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the unfair practices complained of herein. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will continue to practice, employ, and utilize the employment practices outlined in the preceding paragraphs.

158. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct. Furthermore, Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

THIRTEENTH CAUSE OF ACTION
PENALTIES UNDER LABOR CODE § 2699 (PAGA)
(On Behalf of the State and Aggrieved Employees)
(Against All Defendants)

159. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

160. Plaintiffs and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants ("Aggrieved Employees") during the relevant time period. As such, Plaintiffs and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, and 2698 *et seq.*, including as follows:

1 (a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees
2 all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
3 premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and
4 paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and
5 statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198,
6 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code §
7 2699(g)(1);

8 (b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the
9 Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit
10 them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof,
11 under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable
12 IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including
13 under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7,
14 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and
15 costs pursuant to Labor Code § 2699(g)(1);

16 (c) Inaccurate Wage Statements: For failure to provide Plaintiffs and the
17 Aggrieved Employees with accurate, itemized wage statements under Labor Code §§ 226, 1174,
18 and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all
19 civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3,
20 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also
21 for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing
22 inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a),
23 Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3,
24 which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount
25 of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand
26 dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

27 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed,
28 including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201,

203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 212, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

161. In addition, Plaintiffs seek and are entitled to 65% of all penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and 35% to Plaintiffs and all other similarly situated aggrieved employees.

162. Plaintiff PATTEN has exhausted his administrative remedies by submitting a certified letter to the LWDA and Defendants on April 21, 2026 (LWDA-CM-1171907-26) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiffs add this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

1 Plaintiff OCHOA has also submitted a certified letter to the LWDA and Defendants that has been
2 assigned LWDA Case No. (LWDA-CM-1185816-26).

3 163. Further, as of May 24, 2026 (33 calendar days after Plaintiff PATTEN's LWDA
4 letter was mailed to Defendants via certified mail), Plaintiff PATTEN has not received from
5 Defendants written notice by certified mail that the alleged violations have been cured, including a
6 description of the actions taken. As such, Plaintiff PATTEN has complied with Labor Code §
7 2699.3(c) and therefore Plaintiffs are authorized to commence a civil action that includes a cause of
8 action under Labor Code § 2699.

9 164. As also addressed above, Plaintiffs, on behalf of the Aggrieved Employees, also seek
10 the penalties and remedies set forth in Labor Code § 558, which states:

11 (a) Any employer or other person acting on behalf of an employer who violates,
12 or causes to be violated, a section of this chapter or any provision regulating hours and days of work
13 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
14 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
15 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
16 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
17 pay period for which the employee was underpaid in addition to an amount sufficient to recover
18 underpaid wages...

19 (b) If upon inspection or investigation the Labor Commissioner determines that
20 a person had paid or caused to be paid a wage for overtime work in violation of any provision of
21 this chapter, or any provision regulating hours and days of work in any order of the Industrial
22 Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing,
23 contesting, and enforcing judgments for citations or civil penalties issued by the Labor
24 Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.
25 The civil penalties provided for in this section are in addition to any other civil or criminal penalty
26 provided by law.

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RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For the Court to issue an Order certifying the Classes herein, appointing the named Plaintiffs as representatives of all others similarly situated, and appointing all law firms representing all named Plaintiffs as counsel for the members of the Classes;

2. As to the First Cause of Action for Failure to pay minimum wages: For recovery of compensatory damages for all unpaid minimum wages due and owing at the appropriate rate for all work performed; and liquidated damages as authorized by Labor Code § 1194.2(a), from at least four (4) years prior to the filing of this action, according to proof;

3. As to the Second Cause of Action for Failure to pay wages and overtime: For recovery of compensatory damages of all unpaid overtime and double-time due and owing at the appropriate rates for all worked performed from at least four (4) years prior to the filing of this action, according to proof;

4. As to the Third Cause of Action for Failure to Pay Reporting Time Pay: For recovery of the unpaid balance of the full amount of the unpaid reporting time pay due and owing, according to proof;

5. As to the Fourth Cause of Action for Failure to Pay On-Call Time: For recovery of the unpaid balance of the full amount of the unpaid On-Call pay due and owing, according to proof;

6. As to the Fifth Cause of Action for Failure to authorize and permit meal periods: For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal period was not provided, pursuant to Labor Code § 226.7 and applicable Wage Orders;

7. As to the Sixth Cause of Action for Failure to authorize and permit rest periods: For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a rest period was not provided, pursuant to Labor Code § 226.7 and applicable Wage Orders;

8. As to the Seventh Cause of Action for Failure to timely furnish accurate itemized wage statements: For recovery of statutory penalties as authorized by Labor Code § 226(e);

1 9. As to the Eighth Cause of Action for Violation of Labor Code § 204: For recovery
2 of statutory damages as authorized by Labor Code §§ 204 and/or 210;

3 10. As to the Ninth Cause of Action for Violation of Labor Code § 203: For recovery of
4 waiting time penalties for all former Employees of the Termination Class as authorized by Labor
5 Code § 203;

6 11. As to the Tenth Cause of Action for Illegal wage deductions under Labor Code §
7 221: For restitution and damages of all wages unlawfully withheld or deducted in; and applicable
8 penalties under Labor Code § 225.5;

9 12. As to the Eleventh Cause of Action for Failure to reimburse necessary business
10 expenses: For restitution of the unpaid balance for all necessary expenditures and losses incurred in
11 direct consequence of the discharge of Defendants' duties; and interest thereon at the same rate as
12 judgments in civil actions, accruing from the date on which each member of the Reimbursements
13 Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);

14 13. As to the Twelfth Cause of Action for Violation of Business & Professions Code §
15 17200 et seq.: For an accounting, under administration of Plaintiffs and/or the receiver and subject
16 to Court review, to determine the amount to be returned by Defendants, and the amounts to be
17 refunded to members of the Classes who are owed monies by Defendants; an order requiring
18 Defendants to identify each of the members of the Classes by name, home address, home telephone
19 number and, if available, email address; an order requiring Defendants to make full restitution and
20 payment under California law; an order for a preliminary and/or permanent injunction prohibiting
21 Defendants from engaging in the acts complained of herein; the creation of an administrative process
22 wherein each injured member of the Classes may submit a claim in order to receive his/her money;
23 and all other appropriate injunctive, declaratory and equitable relief;

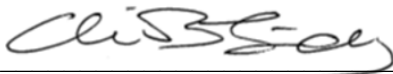
24 14. As to the Thirteenth Cause of Action for Penalties Under Labor Code § 2699: As
25 applicable, for civil penalties under Labor code § 2699(f), in addition to and entirely independent
26 and apart from penalties in Labor Code and for Labor Code violations with or without a specific
27 civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation,
28 and/or \$200 for each aggrieved employee per pay period for each violation that arises from any

1 policy or practice that the LWDA or any court has determined was unlawful, and/or each malicious,
2 fraudulent, or oppressive violation;

3 15. As to All Causes of Action: For an award of reasonable attorneys' fees and costs
4 incurred; pre-judgment and post-judgment interest, and such other and further relief as this Court
5 may deem just and proper.

6
7 DATED: June 25, 2026

D.LAW, INC.

8
9 By 
10 Alvin B. Lindsay
11 William Tran
12 Attorneys for Plaintiffs GABRIEL
13 KEKOA-SHAW PATTEN,
14 JEPSEER ALEXIS OCHOA, and
15 all others similarly situated
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DATED: June 25, 2026

By

Attorneys for Plaintiffs GABRIEL
KEKOA-SHAW PATTEN,
JEPSEER ALEX OCHOA, and all
others similarly situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 250 N Madison Avenue, 2nd Floor, Pasadena, CA 91101.

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[] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Pasadena, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] (VIA ELECTRONIC MAIL) Service by electronic mail to parties who have already appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic service address(es) that has/have been previously confirmed by email.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 25, 2026, at Pasadena, California.


Sasha Zambrano