Electronically FILED by
Superior Court of California,
County of Los Angeles
10/08/2026 10:51 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Ruiz, Deputy Clerk

Shaun Setareh (SBN 204514)
Thomas Segal (SBN 222791)
Farrah Grant (SBN 293898)
**SETAREH LAW GROUP**
420 N. Camden Drive, Suite 100
Beverly Hills, California 90210
Telephone (310) 888-7771
Facsimile (310) 888-0109
Email: shaun@setarehlaw.com
Email: thomas@setarehlaw.com
Email: farrah@setarehlaw.com

Attorneys for Plaintiffs BRIAN MARCELLA and RICHARD HELM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

UNLIMITED JURISDICTION

BRIAN MARCELLA and RICHARD HELM, on behalf of themselves and all other aggrieved employees, and the general public,

*Plaintiffs*,

v.

UNITED PARCEL SERVICE, INC., an Ohio Stock Corporation; and DOES 1 through 50, inclusive,

*Defendants*.

Case No. 26STCV31997

**REPRESENTATIVE ACTION**

**COMPLAINT**

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

Plaintiffs BRIAN MARCELLA and RICHARD HELM ("Plaintiffs"), on behalf of themselves and all other aggrieved employees, and the general public, complain and allege as follows:

## INTRODUCTION

1. Plaintiffs bring this representative action against defendant UNITED PARCEL SERVICE, INC., an Ohio Stock Corporation; and DOES 1 through 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiffs allege that Defendants have

(1) failed to provide Plaintiffs and all other similarly situated individuals with meal periods;

(2) failed to provide them with rest periods;

(3) failed to pay them premium wages for missed meal and/or rest periods;

(4) failed to pay them at least minimum wage for all hours worked;

(5) failed to pay them overtime wages at the correct rate;

(6) failed to pay them for all vested vacation pay;

(7) failed to reimburse them for all necessary business expenses;

(8) failed to provide them with accurate written wage statements; and

(9) failed to pay them all of their final wages following separation of employment.

Based on these alleged violations, Plaintiffs now bring this representative action to recover unpaid wages, restitution, civil penalties, and related relief on behalf of themselves and all others similarly situated, all other aggrieved employees, and the State of California.

## JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction to hear this case because the unpaid wages, actual damages, liquidated damages, restitution, and penalties sought by Plaintiffs from Defendants exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

3. Venue is proper in COUNTY OF LOS ANGELES pursuant to Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions

that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

## PARTIES

4. Plaintiff RICHARD HELM is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

5. Plaintiff BRIAN MARCELLA is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiffs are informed and believe, and thereupon allege, that Defendant UNITED PARCEL SERVICE, INC. is, and at all relevant times mentioned herein, an Ohio Stock Corporation doing business in the State of California.

7. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sue these defendants by such fictitious names. Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiffs are informed and believe, and thereupon allege, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiffs will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

8. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

## GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

9. Plaintiff RICHARD HELM has worked for Defendants as an hourly, non-exempt employee since approximately July 6, 1994.

10. Plaintiff BRIAN MARCELLA worked for Defendants as an hourly, non-exempt employee from approximately November 2019 through January 15, 2026.

**Security Check and Off-the-Clock**

11. Plaintiffs and the aggrieved employees were required to undergo a security check at the time of entering and leaving the premises on which they worked, requiring Plaintiffs and the aggrieved employees to first wait in line.

12. Plaintiffs and the aggrieved employees were allowed to pass through the security check upon undergoing a personal body screening and/or having their bags inspected.

13. Plaintiffs and the aggrieved employees were required to spend approximately three to five minutes going through the security check—time that was not paid by Defendants.[1]

14. Plaintiffs and the aggrieved employees were required to go through the security check prior to clocking in at the beginning of each work shift and were required to clock out first at the end of each work shift prior to going through the security check.

15. Based on the above, Defendants' security check practices have resulted in substantial amounts of time not recorded as hours worked therefore resulting in substantial amounts of wages not paid to Plaintiffs and the aggrieved employees.

**Clock In Process**

16. Plaintiff BRIAN MARCELLA ("MARCELLA") and the aggrieved employees were trained to clock in for each wok shift using a computer located in their respective departments. Defendants permitted MARCELLA to use only the computer designated for his department. As a result, MARCELLA typically walked approximately two minutes to reach the computer after undergoing the security check at time of entering the premises.

17. MARCELLA also routinely had to wait in line for approximately three to five minutes to access the computer before clocking in.

---

[1] At some point in time, the security check process changed so that employees badge in before the security check, badge out after, and then walk to the time clock. However, even under this scenario, employees are not paid for all hours worked because the time spent walking to the time clock is uncompensated.

18. Accordingly, by the time MARCELLA and the aggrieved employees clocked in at the computer, five minutes or more may have already passed. This time was not properly recorded as time work and resulted in MARCELLA and the aggrieved employees not being paid by Defendants for all hours worked.

**Off-the-Clock Work**

19. Plaintiffs and the aggrieved employees were not paid all wages earned as Defendants directed, permitted, or otherwise encouraged Plaintiffs and the aggrieved employees to perform off-the-clock work.

20. Plaintiffs and the aggrieved employees regularly performed work after their scheduled work hours and were not paid for this time. Plaintiffs and the aggrieved employees were instructed to perform or finish any required duties after they had already clocked out and were not paid for the time spent performing these additional duties.

21. As a result of performing off-the-clock work that was directed, permitted, or otherwise encouraged by Defendants, Plaintiffs and the aggrieved employees should have been paid for this time. Instead, Defendants only paid Plaintiffs and the aggrieved employees based on the time they were clocked in for their shifts and did not pay Plaintiffs and the aggrieved employees for any of the time spent working off-the-clock.

22. Defendants knew or should have known that Plaintiffs and the aggrieved employees were performing work before and after their scheduled work shifts and failed to pay Plaintiffs and the aggrieved employees for these hours.

23. Defendants were aware of this practice and directed, permitted, or otherwise encouraged Plaintiffs and the aggrieved employees to perform off-the-clock work.

24. As a result of Defendants' policies and practices, Plaintiffs and the aggrieved employees were not paid for all hours worked.

**Missed Meal Periods**

25. Plaintiffs and the aggrieved employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) chronically understaffing each work

shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

26. Specifically, Plaintiff RICHARD HELM's meal periods were interrupted because Defendants required him to pick up misplaced packages from other trucks before returning to his route. Defendants failed to pay Plaintiff and the aggrieved employees for time spent performing such job duties off the clock during their meal periods.

27. Plaintiff and the aggrieved employees also took meal periods late after the fifth hour of work, in order to meet Defendants' productivity requirements and timely complete all deliveries.

28. As a result of Defendants' policy, Plaintiffs and the aggrieved employees were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours worked due to complying with Defendants' productivity requirements that required Plaintiffs and the aggrieved employees to work through their meal periods in order to complete their assignments on time.

**Missed Rest Periods**

29. Plaintiffs and the aggrieved employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

30. As a result of Defendants' policy, Plaintiffs and the aggrieved employees were regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked due to complying with Defendants' productivity requirements that required Plaintiffs and the aggrieved employees to work through their rest periods in order to complete their assignments on time.

**Vacation Pay**

31. Plaintiffs and the aggrieved employees accrued vacation wages during their employment with Defendants.

32. Vacation wages are considered a form of wages under Labor Code § 200. Vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law.

33. At all relevant times, Defendants maintained policies that provide for the unlawful forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-Up Co.*, (1982) 31 Cal. 3d 774.

34. Plaintiffs and the aggrieved employees are entitled to vacation accrued during their employment with Defendants. Upon termination, Plaintiff and the aggrieved employees were not paid all accrued vacation pay.

**Expense Reimbursement**

35. Plaintiffs and the aggrieved employees were required to utilize their own personal cell phones to perform their job duties.

36. Plaintiffs and the aggrieved employees were not reimbursed for business expenses incurred in using their personal cell phones to communicate with upper management.

37. In addition, Plaintiff RICHARD HELM was a member of one of Defendants' Safety Committees which performed safety presentations. As part of such presentations, the committee would introduce, demonstrate, and distribute safety tools. Plaintiff purchased the tools needed for these safety presentations and was not reimbursed.

38. Defendants failed to reimburse Plaintiffs and the aggrieved employees for such necessary business expenses incurred by them.

**Wage Statements**

39. Plaintiffs and the aggrieved employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

40. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages earned" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

41. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked by the employee" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

42. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

43. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

**FIRST CAUSE OF ACTION**

**CIVIL PENALTIES**

**(Lab. Code §§ 2698 *et seq*.)**

44. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

45. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

46. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

47. Plaintiffs, former employees against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, are aggrieved employees within the meaning of Labor Code § 2699(c).

48. Plaintiffs have complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency

("LWDA") and 65 days have elapsed without the LWDA providing Plaintiffs with any notice of an intent to investigate.

49. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs seek the following civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198 and 2802:

i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198 and 2802, one hundred dollars ($100) for each employee per pay period for each initial violation and two hundred dollars ($200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));

ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

iii. For violations of Labor Code § 204, one hundred dollars ($100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars ($200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);

iv. For violations of Labor Code § 223, one hundred dollars ($100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation,

regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars ($250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars ($1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars ($50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars ($100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars ($100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars ($250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiffs seek an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

///

///

///

///

///

///

///

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves, all other current and former non-exempt employees, and the general public, pray for relief and judgment against Defendants as follows:

(1) Declaratory relief;

(2) Pre-judgment interest;

(3) Civil penalties;

(4) Costs of suit;

(5) Reasonable attorneys' fees; and

(6) Such other relief as the Court deems just and proper.

Dated: October 8, 2026

**SETAREH LAW GROUP**

*/s/ Shaun Setareh*
SHAUN SETAREH
THOMAS SEGAL
FARRAH GRANT
Attorneys for Plaintiffs
BRIAN MARCELLA and RICHARD HELM