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all others similarly situated, and on behalf of the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

ROGELIO CARRILLO on behalf of
himself, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

SIEMENS MOBILITY, INC.; and
DOES 1-100,

Defendants.

Case No. **24CV001497**

**PLAINTIFF ROGELIO CARRILLO'S PRIVATE
ATTORNEYS GENERAL ACT OF 2004 ("PAGA")
COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

1. Violation of the PAGA for Failure to Pay Straight Time Wages;
2. Violation of the PAGA for Failure to Pay All Overtime Wages;
3. Violation of PAGA for Failure to Provide Meal Periods;
4. Violation of PAGA for Failure to Provide Rest Periods;
5. Violation of PAGA for Failure to Pay Wages Due at Termination of Employment;
6. Violation of PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements;
7. Violation of PAGA for Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy and Failure to Provide Written Notice Setting Forth Amount of Sick Leave Available; and
8. Violation of PAGA for Failure to Reimburse/Illegal Deductions.

DEMAND FOR JURY TRIAL

1 Plaintiff ROGELIO CARRILLO (hereinafter referred to as “Plaintiff”), on behalf himself and
2 all other non-exempt, hourly employees who worked for Defendant and/or DOES in California
3 (hereinafter referred to as the “Aggrieved Employees”), files this Complaint against Defendant
4 Siemens Mobility, Inc. (hereinafter referred to as “Defendant” or “SIEMENS”) and/or DOES 1-100.

5 **I. INTRODUCTION**

6 1. This is a representative action seeking recovery of penalties under the California Labor Code
7 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et.
8 seq., against Defendant and/or DOES 1-100. The PAGA permits an “aggrieved employee” to
9 bring a lawsuit on behalf of himself and other current and former employees to address an
10 employer’s violations of the *California Labor Code*.

11 2. Defendant and/or DOES design and manufacture across the entire spectrum of rolling stock
12 including commuter and regional passenger trains, light rail and streetcars, metros,
13 locomotives, passenger coaches, and high-speed trainsets.

14 3. Defendant’s and/or DOES’ rail plants have manufacturing capabilities including: design,
15 engineering, testing, carshell, bogies, subassembly and final assembly.

16 4. At all times mentioned herein, Defendant and/or DOES have conducted business in
17 Sacramento County and elsewhere within California.

18 5. At all times mentioned herein, Defendant and/or DOES, within the State of California, have,
19 among other things, employed current and former hourly, non-exempt employees to run its
20 business.

21 6. Defendant and/or DOES have maintained uniform policies that violate the wage and hour
22 rights of Plaintiff and similarly situated non-exempt, hourly employees in the manner
23 complained of herein.

24 7. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of Defendant
25 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
26 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
27 break; were not provided accurate itemized wage statements; were not paid compensation for
28 all time worked at the straight or overtime rate; were not paid waiting time penalties; were not

provided with paid sick leave / paid time off and/or a written notice setting forth the amount of sick leave available; and were not reimbursed for all business expenses. Plaintiff seeks penalties on behalf of himself and all other Aggrieved Employees of Defendant and/or DOES as provided herein. This Complaint also seeks attorneys' fees and costs under the PAGA, *California Labor Code* section 2699(g)(1).

8. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified as "exempt" or primarily employed in an executive, professional, or administrative capacity. Thus, under California law, Plaintiff and the Aggrieved Employees should be: paid compensation for all time worked at the regular or overtime rate; provided meal periods; authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or permitted; paid penalties for not being provided itemized wage statements; paid compensation for all time worked at the regular or overtime rate; paid penalties for not being paid timely at the time of termination; and provided with sick pay in compliance with California law.

9. At all times mentioned herein, Defendant and/or DOES control the working conditions of Plaintiff and the Aggrieved Employees including, but not limited to, having the authority to hire and fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff and the Aggrieved Employees, and instructing Plaintiff and the Aggrieved Employees when and/or where to work. In addition, Defendant and/or DOES developed, wrote, dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and the Aggrieved Employees labored under. These policies and/or practices included, but were not limited to, policies and/or practices regarding meal periods, straight-time, rest periods, wage statements, paying compensation at time of termination, timing of payment, sick pay/paid time off, and business reimbursements. Further, Defendant and/or DOES had the ability to prevent Plaintiff and the Aggrieved Employees from working.

II. JURISDICTION AND VENUE

10. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was employed by Defendant and/or DOES in California. Plaintiff, and each of the Aggrieved

1 Employees, were employees of Defendant and/or DOES, and/or its operating divisions and
2 subsidiaries, within the State of California. Plaintiff and each of the Aggrieved Employees
3 were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent
4 Notice to the State of California Labor and Workforce Development Agency (LWDA).

5 11. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant
6 and/or DOE operate industrial facilities, employ hourly employees, conduct business, and
7 commit *California Labor Code* violations within Sacramento County and California. Each
8 Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes.
9 The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved
10 employees situated within the State of California and within Sacramento County. Defendant
11 and/or DOES employ numerous aggrieved employees in California and/or Sacramento
12 County.

13 12. Plaintiff brings this action on behalf of himself and the Aggrieved Employees of Defendant
14 and/or DOES pursuant to the PAGA. Plaintiff, as a personal representative of the general
15 public, will and does seek to recover any and all penalties for each and every violation shown
16 to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the
17 LWDA of his intent to bring this action, in an amount according to proof, as to those penalties
18 that are otherwise only available to public agency enforcement actions. Funds recovered will
19 be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the
20 penalties recovered being reimbursed to the State of California and the LWDA.

21 13. There is no federal question at issue as the issues herein are based solely upon California
22 statutes and law, including the *California Labor Code*, IWC Wage Orders, *Code of Civil*
23 *Procedure*, and *Civil Code*.

24 14. The California Superior Court also has jurisdiction in this matter because the penalties sought
25 exceed the minimum jurisdictional limits of the Superior Court and will be established at trial,
26 according to proof. Defendant and/or DOES either own, maintain offices, transact business,
27 have an agent or agents, and/or otherwise are found within the County of Sacramento,
28 California.

1 **III. THE PARTIES**

2 **A. Plaintiff**

3 15. Throughout the relevant time period, Plaintiff is and was a resident of California. During the
4 relevant time period, Plaintiff was employed by Defendant and/or DOES in California and
5 performed work in Sacramento County. Plaintiff was employed by Defendant and/or DOES
6 until approximately September 2023.

7 16. Plaintiff and the Aggrieved Employees were and are employed in the State of California by
8 the Defendant and/or DOES as non-exempt, hourly employees.

9 17. A notice correspondence showing compliance with *Labor Code* Section 2699.3 was sent to the
10 LWDA and Defendant on November 20, 2023. This notice demonstrates that Plaintiff is an
11 aggrieved employee and has standing to bring a representative action on behalf of the LWDA
12 and as a private attorney general. The violations alleged in this notice also form the basis for
13 the allegations herein. No notice of cure by Defendant and/or DOES was provided and no
14 notice of investigation was received from the LWDA in the statutorily proscribed sixty-five
15 (65) day period since the mailing of the notices of the action. Accordingly, Plaintiff files this
16 action as a “Representative Action” as authorized by *Labor Code* section 2699.3(a)(2)(C).

17 **B. Defendants**

18 18. Defendant and/or DOES design and manufacture across the entire spectrum of rolling stock
19 including commuter and regional passenger trains, light rail and streetcars, metros,
20 locomotives, passenger coaches, and high-speed trainsets.

21 19. Defendant’s and/or DOES’ rail plants have manufacturing capabilities including: design,
22 engineering, testing, carshell, bogies, subassembly and final assembly.

23 20. Defendant employed Plaintiff and similarly situated hourly non-exempt employees in
24 California.

25 21. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in
26 the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on
27 information and belief alleges that said Defendants are now, and/or at all times mentioned in
28 this Complaint were doing business in the State of California and/or throughout the United

- 1 States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is
2 legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this
3 Complaint to allege the true names and capacities of the DOE Defendants when ascertained.
- 4 22. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects
5 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
6 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
7 attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized
8 the acts of each of the remaining Defendants.
- 9 23. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners,
10 agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of
11 Defendants and/or DOES at all times.

12 **IV. GENERAL ALLEGATIONS**

- 13 24. During all, or a portion, of the one (1) year period before Plaintiff filed notice of his claims
14 with the LWDA, Plaintiff and each of the Aggrieved Employees were employed by Defendant
15 and/or DOES in the State of California. Plaintiff and the Aggrieved Employees are composed
16 of all current and former non-exempt, hourly employees of Defendant and/or DOES, or any of
17 its operating divisions and/or subsidiaries, who worked for Defendant and/or DOES in
18 California.
- 19 25. At all times mentioned herein, Defendant and/or DOES have not paid Plaintiff and the
20 Aggrieved Employees for all time they were performing work and/or are subject to
21 Defendant's and/or DOES' control. Defendant and/or DOES have a continuous policy of not
22 paying Plaintiff and those similarly situated Aggrieved Employees for all hours worked.
23 Specifically, Defendant and/or DOES have a continuous and consistent policy of requiring
24 employees to work before clocking in, after clocking out, and during meal periods. Plaintiff
25 and the Aggrieved Employees are not paid for this time. For example, Defendant's and/or
26 DOES' facilities have controlled access. This means, to gain access, employees must use a
27 badge to gain entry. Employees are required to enter the facility one at a time and
28 "piggybacking" of multiple employees entering with one badge is not permitted. As such,

employees must wait in line to either badge into the facility. Employees are not paid for the time they must wait in line and wait to use their badge to gain entry to the building. Once in the building, Plaintiff and the Aggrieved Employees must wait in line to clock in. Thus, Plaintiff and the Aggrieved Employees are owed wages for the unpaid time during which they are subject to Defendant's and/or DOES' control and/or during which they are not free from all work duties.

26. At all times mentioned herein, Defendant and/or DOES have had a consistent policy and/or practice of not paying Plaintiff and the Aggrieved employees for all hours worked in that Defendant and/or DOES continuously and consistently clocked Plaintiff and the Aggrieved employees out for a thirty (30) minute meal period and/or otherwise recorded a meal period, even though Plaintiff and the Aggrieved employees work through their meal periods, were unable to take meal periods, and/or were not free of all work duties and employer controls during meal periods. Thus, SIEMENS and/or DOES shave/steal earned wages from Plaintiff and the Aggrieved employees every day they work without a meal period and have time deducted.

27. At all times mentioned herein, Defendant and/or DOES have had a consistent policy and/or practice of not paying Plaintiff and similarly situated hourly, non-exempt employees all wages owed. Defendant and/or DOES fail to properly calculate the regular rate of pay for all overtime hours worked.

28. At all times mentioned herein, Defendant and/or DOES have had a consistent policy of requiring hourly, non-exempt employees within the State of California, including Plaintiff, to work through meal periods and work at least five (5) hours without a meal period and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the meal period is not provided, or other compensation, as required by California's state wage and hour laws.

29. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one (1) hour of pay as additional compensation at

- 1 Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely,
2 uninterrupted meal period.
- 3 30. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift
4 of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by
5 failing to provide compensation for these unprovided meal periods, Defendant and/or DOES
6 willfully violate the provisions of *California Labor Code* section 226.7, IWC Wage Order No.
7 1-2001, and California Code of Regulations, Section 11010(11). In addition, Defendant and/or
8 DOES fail to provide Plaintiff and the Aggrieved Employees with another duty-free meal
9 period of not less than thirty (30) minutes for every shift of more than ten (10) hours per day.
- 10 31. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
11 Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to take
12 legally compliant rest periods in a timely manner or payment of one (1) hour of pay as
13 additional compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when
14 they were not authorized and/or permitted to take a legally compliant rest period.
- 15 32. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction
16 thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to provide
17 compensation for these periods, Defendant and/or DOES willfully violate the provisions of
18 *California Labor Code* section 226.7, IWC Wage Order No. 1-2001, and California Code of
19 Regulations, Section 11010(12).
- 20 33. At all times mentioned herein, Defendant and/or DOES fail to pay all wages owed to Plaintiff
21 and to other terminated or resigned Aggrieved Employees and failed to timely pay wages
22 during employment.
- 23 34. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
24 Plaintiff and the Aggrieved Employees were entitled to receive complete and accurate pay
25 statements in accordance with California law.
- 26 35. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
27 they were not providing complete and accurate pay statements in accordance with California
28 law to Plaintiff and the Aggrieved Employees.

- 1 36. At all times mentioned herein, Defendant and/or DOES have had a consistent policy and/or
2 practice of failing to itemize the amount of accrued/available sick leave hourly, non-exempt
3 employees have on wage statements each pay period.
- 4 37. At all times mentioned herein, Defendant and/or DOES have failed to comply with IWC Wage
5 Order 1-2001(7) by failing to maintain accurate time records showing hourly compensation,
6 when the employee begins and ends each workday, when meal periods are taken, and total
7 daily hours worked by itemizing in wage statements and accurately reporting total hours
8 worked by Plaintiff and Aggrieved Employees.
- 9 38. Defendant's and/or DOES' failure to retain accurate records of total hours worked and meal
10 periods taken by Plaintiff and the Aggrieved Employees was willful and deliberate, was a
11 continuous breach of Defendant's and/or DOES' duty owed to Plaintiff and the Aggrieved
12 Employees.
- 13 39. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
14 they had a duty to compensate Plaintiff and the Aggrieved Employees in accordance with
15 California law, and that Defendant and DOES had the ability to pay such compensation, but
16 willfully and intentionally failed to do so, and Defendant and DOES falsely represented to
17 Plaintiff and the Aggrieved Employees that they were properly compensating Plaintiff and the
18 Aggrieved Employees.
- 19 40. At all times mentioned herein, Defendant and/or DOES knowingly and intentionally fail to pay
20 all wages owed to non-exempt, hourly employees in a timely manner at the time non-exempt,
21 hourly employees terminated their employment – either voluntarily or involuntarily – with
22 Defendant and/or DOES. Defendant and/or DOES have a policy and practice of willfully
23 failing to pay final wages to terminated employees in a timely manner because Defendant
24 and/or DOES have a policy and practice of paying employees their final wages on the next
25 regularly scheduled pay date and not within the timeframes outlined in *California Labor Code*
26 sections 201 and 202.
- 27 41. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
28 Plaintiff and the Aggrieved Employees were entitled to timely wages at the time of termination.

Defendant and/or DOES did not pay all timely wages owed, straight-time wages owed, meal period premiums, and/or rest period premiums owed at the time of termination.

42. At all times mentioned herein, Defendant and/or DOES fail to pay Plaintiff and the Aggrieved Employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter.

43. At all times mentioned herein, Defendant and/or DOES and/or their officers and/or managing agents have had a consistent policy and/or practice of failing to reimburse Plaintiff and hourly, non-exempt employees for business expenses incurred in the discharge of their duties. These expenses include, but are not limited to, having to use their personal cell phones for business purposes. *California Labor Code* section 2802(a) entitles Defendant and/or DOES to reimbursement for said necessary expenditures, plus interest and expenses.

44. Plaintiff brings this action on behalf of himself and all Aggrieved Employees defined as all Defendant's non-exempt, hourly employees who worked for Defendant and/or DOES in California beginning one year prior to the date Plaintiff sent notice to the LWDA.

45. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with respect to the issues or in any other way.

FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Failure to Pay Straight Time Wages (California Labor Code §2698 et. seq.).

46. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

47. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and the Aggrieved Employees for all hours worked.

48. It is fundamental that an employer must pay its employees for the time worked. *California Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* sections 1194-1197.1 prohibit the payment of less than the minimum wage. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly

1 authorized in writing by the employee for specified purposes that do not in effect reduce the
2 agreed upon wage.

3 49. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting
4 individually as an officer, agent, or employee of another person, who pays or causes to be paid
5 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
6 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
7 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

8 50. Plaintiff and those similarly situated Aggrieved Employees were employed by Defendant
9 and/or DOES at all relevant times. Defendant and/or DOES were required to compensate
10 Plaintiff for all hours worked and were prohibited from making deductions that had the effect
11 of reducing the agreed upon wage.

12 51. Defendant and/or DOES have a continuous policy of not paying Plaintiff and those similarly
13 situated Aggrieved Employees for all hours worked. Specifically, Defendant and/or DOES
14 have a continuous and consistent policy of requiring employees to work before clocking in,
15 after clocking out, and during meal periods. Plaintiff and the Aggrieved Employees are not
16 paid for this time. For example, Defendant’s and/or DOES’ facilities have controlled access.
17 This means, to gain access, employees must use a badge to gain entry. Employees are required
18 to enter the facility one at a time and “piggybacking” of multiple employees entering with one
19 badge is not permitted. As such, employees must wait in line to either badge into the facility.
20 Employees are not paid for the time they must wait in line and wait to use their badge to gain
21 entry to the building. Once in the building, Plaintiff and the Aggrieved Employees must wait
22 in line to clock in. Thus, Plaintiff and the Aggrieved Employees are owed wages for the unpaid
23 time during which they are subject to Defendant’s and/or DOES’ control and/or during which
24 they are not free from all work duties.

25 52. Further, Defendant and/or DOES have a continuous and consistent policy of failing to pay full
26 wages to Plaintiff and the Aggrieved Employees by deducting a portion of the wages earned
27 by Plaintiff and the Aggrieved Employees when they worked through their meal periods, are
28 not relieved of all work duties during their meal periods and/or when Defendant recorded a

- meal period for Plaintiff and the Aggrieved Employees when no meal period was taken.
53. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiff and those similarly situated for a thirty (30) minute meal period and/or otherwise recording a meal period, even though Plaintiff and Aggrieved Employees work through their meal periods and/or were subject to Defendant's control during meal periods. Thus, Defendant and/or DOES do not pay Plaintiff and each and every Aggrieved Employee for all time worked each and every day they work without a meal period and have time deducted.
54. Failing to pay for all hours worked while under Defendant's and/or DOES' control and/or while suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees being deprived of straight time wages.
55. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.
56. Plaintiff and the Aggrieved Employees were employed by Defendant and/or DOES at all relevant times. Defendant and/or DOES were required to compensate Plaintiff and the Aggrieved Employees for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.
57. Defendant and/or DOES commit the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees. Defendant and/or DOES act with malice or in conscious disregard of Plaintiff's and the Aggrieved Employees' rights.
58. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.
59. Plaintiff, as a former "non-exempt" employee of Defendant and/or DOES who Defendant and/or DOES fail to pay all wages, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.
60. Plaintiff, as a representative of the people of the State of California, seeks any and all penalties

otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

61. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

62. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the PAGA for Failure to Pay All Overtime Wages Owed

63. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

64. *California Labor Code* section 510 states that eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

65. *California Labor Code* section 510 dictates that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

1 66. Defendant and/or DOES fail to pay overtime when employees worked over eight (8) hours per
2 day and when employees worked over forty (40) hours per week. Defendant and/or DOES fail
3 to pay Plaintiff and the Aggrieved Employees for all hours worked, including hours worked
4 over eight (8) hours in a day and forty (40) hours in a week.

5 67. Plaintiff and the Aggrieved Employees were deprived of wages for all overtime hours worked
6 because Defendant and/or DOES fail to pay them overtime wages for all overtime hours
7 worked. This resulted in Plaintiff and the Aggrieved Employees not being paid all overtime
8 wages owed to them.

9 68. Defendant and/or DOES have a continuous policy of not paying Plaintiff and those similarly
10 situated Aggrieved Employees for all overtime hours worked because Defendant and/or DOES
11 have a continuous policy of not paying Plaintiff and those similarly situated Aggrieved
12 Employees for all hours worked. Specifically, Defendant and/or DOES have a continuous and
13 consistent policy of requiring employees to work before clocking in, after clocking out, and
14 during meal periods. Plaintiff and the Aggrieved Employees are not paid for this time. For
15 example, Defendant's and/or DOES' facilities have controlled access. This means, to gain
16 access, employees must use a badge to gain entry. Employees are required to enter the facility
17 one at a time and "piggybacking" of multiple employees entering with one badge is not
18 permitted. As such, employees must wait in line to either badge into the facility. Employees
19 are not paid for the time they must wait in line and wait to use their badge to gain entry to the
20 building. Once in the building, Plaintiff and the Aggrieved Employees must wait in line to
21 clock in. When Plaintiff and the Aggrieved Employees work over eight (8) hours in a shift,
22 these unpaid hours must be compensated at an overtime rate. Because Plaintiff and the
23 Aggrieved Employees were typically scheduled to work shifts lasting nine (9) to twelve (12)
24 hours long, the majority of these unpaid hours would qualify for the overtime rate.

25 69. Additionally, Defendant and/or DOES have had a continuous policy of not paying Plaintiff
26 and the Aggrieved employees for all hours worked in that Defendant and/or DOES
27 continuously and consistently clocked Plaintiff and the Aggrieved employees out for a thirty
28 (30) minute meal period and/or otherwise recorded a meal period, even though Plaintiff and

the Aggrieved employees work through their meal periods, were unable to take meal periods, and/or were not free from all work duties and employer controls during meal periods. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and the Aggrieved employees every day they work without a meal period and have time deducted. Because Plaintiff and the Aggrieved employees work shifts lasting over eight (8) hours, these unpaid hours would qualify for the overtime rate.

70. Furthermore, Plaintiff and the Aggrieved employees were deprived of wages for all overtime hours worked because Defendant and/or DOES fail to pay Plaintiff and the Aggrieved employees at the appropriate regular rate of pay for all overtime hours worked.

71. Plaintiff and those similarly situated Aggrieved Employees were employed by Defendant and/or DOES at all relevant times. Defendant and/or DOES were required to compensate Plaintiff and the Aggrieved Employees for all overtime hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

72. Plaintiff and the Aggrieved Employees are informed and believe and thereon allege that Defendant and/or DOES breach the legal duty to pay full wages to Plaintiff by failing to pay Plaintiff and similarly aggrieved employees for meal period time when Plaintiff and the Aggrieved Employees were not relieved of all duties and employer control.

73. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

74. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.

75. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor commission and/or the Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code* section 510.

76. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections

222, 223 and 510.

77. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

78. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the PAGA for Failure to Provide Meal Periods (California Labor Code §2698 et. seq.).

79. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

80. Under *California Labor Code* section 512, and IWC Wage Order 1-2001(11), no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

81. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes.

82. Under *California Labor Code* section 226.7, if the employer does not provide an employee a

meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

83. Defendant and/or DOES fail to provide thirty (30) minute, uninterrupted meal periods to Plaintiff and Aggrieved Employees who worked for work periods of more than five (5) consecutive hours. As such, Plaintiff and Aggrieved Employees were required to work over five (5) consecutive hours at a time without being provided a thirty (30) minute uninterrupted, duty-free meal period within that time.

84. Defendant and/or DOES breach the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by California law.

85. Defendant and/or DOES fail to provide full thirty (30) minute meal periods to Plaintiff and the Aggrieved Employees no later than the fifth hour of work.

86. Defendant and/or DOES not have break rooms in each of their work buildings. As such, employees must clock out for their meal periods and then walk to the building with the nearest break room. Doing so cuts into Plaintiff's and the Aggrieved Employees' meal break time.

87. Defendant and/or DOES also fail to provide employees with duty-free meal periods. Defendant and/or DOES call and/or text Plaintiff and the Aggrieved Employees during their shifts, including during their meal period time.

88. Alternatively, Defendant and/or DOES breach the legal duty to provide meal periods to employees by imposing a continuous and consistent policy requiring Plaintiff and the Aggrieved Employees to work through their meal periods to satisfy the demanding workload duties imposed by Defendant and/or DOES, thereby denying Plaintiff and the Aggrieved Employees of the right to be completely free from employer control under California law.

89. Defendant and/or DOES have a consistent policy and/or practice of not providing second meal periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu thereof. Specifically, Plaintiff and the Aggrieved Employees were not provided with second meal periods when they worked shifts over ten (10) hours long.

90. By failing to provide statutory first and/or second meal periods, and by failing to provide

compensation for unprovided meal periods, as alleged above, Defendant and/or DOES willfully violated the provisions of the *California Labor Code* section 226.7 and 512.

91. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.

92. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, Defendant and/or DOES willfully violate the provisions of *California Labor Code* sections 226.7 and 512, and IWC Wage Order No. 1-2001.

93. As a result of the unlawful acts of Defendant and/or DOES, Plaintiff and the Aggrieved Employees have been deprived of premium wages and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys' fees, and costs.

94. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

95. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not waive their legally-mandated meal periods by mutual consent were required to work in excess of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

96. During the relevant time period, Defendant and/or DOES fail to pay Plaintiff and the Aggrieved Employees all meal period premiums due pursuant to *California Labor Code* section 226.7.

97. Defendant's and/or DOES' conduct violates applicable IWC Wage Order 1-2001 and *California Labor Code* sections 226.7 and 512(a).

98. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce

- California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.
99. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7 and 512.
100. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).
101. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to *California Labor Code* Section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Failure to Provide Rest Periods (California Labor Code §2698 et. seq.).

102. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.
103. Industrial Welfare Commission Order No. 1-2001 section 12(A) states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”
104. At all times mentioned herein, Defendant and/or DOES fail to authorize and/or permit rest period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time

- per four (4) hours or major fraction thereof.
105. Defendant and/or DOES have a consistent policy and/or practice of not providing duty free, net-ten minute, paid rest periods to Plaintiff and all Aggrieved Employees and/or providing compensation in lieu thereof.
106. Defendant and/or DOES breach the legal duty to provide rest periods to employees by failing to provide employees with rest periods within the timeframes outlined by California law. Specifically, Defendant and/or DOES do not provide Plaintiff and the Aggrieved employees with rest periods consisting of a net ten (10) minutes, nor does Defendant and/or DOES provide them with a rest period per four (4) hours worked or major fraction thereof.
107. Defendant and/or DOES do not have break rooms in each of its work buildings. As such, employees must use some of their break time going to and from a breakroom. Doing so cuts into Plaintiff's and the Aggrieved Employees' rest break time.
108. Defendant and/or DOES also fail to provide employees with duty-free rest periods. Defendant and/or DOES call and/or text Mr. Carrillo and the Aggrieved Employees during their shifts, including during their rest break time.
109. Alternatively, Defendant and/or DOES breach the legal duty to provide rest periods to employees by imposing a continuous and consistent policy of requiring Plaintiff and all Aggrieved Employees to work through their rest periods to satisfy the demanding workload duties imposed by Defendant and/or DOES, thereby denying Plaintiff and all Aggrieved Employees of the right to be completely free from employer control under California law.
110. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for these unprovided rest periods, as alleged above, Defendant and/or DOES willfully violate the provisions of *California Labor Code* section 226.7.
111. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.
112. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff

has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* section 226.7.

113. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10)-minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

114. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7.

115. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

116. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Failure to Pay Wages Due at Termination and During Employment (California Labor Code §2698 et. seq.).

117. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein

1 as if fully plead.

2 118. Defendant and/or DOES and/or their officers and/or managing agents willfully failed to pay,
3 in a timely manner, wages owed to Plaintiff and the Aggrieved Employees who left
4 Defendant's and/or DOES' employ or who were terminated.

5 119. Plaintiff and the Aggrieved Employees who ended their employment with Defendant and/or
6 DOES during the last year were entitled to be promptly paid all lawful compensation, and other
7 premiums, as required by *California Labor Code* sections 201 through 203.

8 120. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer
9 discharges an employee, the wages earned and unpaid at the time of discharge are due and
10 payable immediately, and if an employee quits his or her employment, his or her wages shall
11 become due and payable no later than seventy-two (72) hours thereafter, unless the employee
12 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
13 employee is entitled to his or her wages at the time of quitting.

14 121. During the relevant time period, Defendant and/or DOES intentionally and willfully fail to pay
15 the Aggrieved Employees who are no longer employed by Defendant and/or DOES their
16 wages, that were earned and unpaid, within seventy-two (72) hours of their leaving
17 Defendant's and/or DOES' employ.

18 122. Plaintiff ROGELIO CARRILLO'S employment with Defendant and/or DOES was terminated
19 in approximately September 2023. Defendant and/or DOES failed to provide Plaintiff
20 ROGELIO CARRILLO his final wages in accordance with *California Labor Code* sections
21 201 through 203.

22 123. Defendant and/or DOES have a continuous policy of not providing final wages to employees
23 who are fired at the time of termination or who quit within seventy-two (72) hours of their
24 leaving Defendant's and/or DOES' employ.

25 124. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff
26 and the Aggrieved Employees for all hours worked. Specifically, Defendant and/or DOES have
27 a continuous and consistent policy of requiring employees to work before clocking in, after
28 clocking out, and during meal periods. Plaintiff and the Aggrieved Employees are not paid for

1 this time. For example, Defendant's and/or DOES' facilities have controlled access. This
2 means, to gain access, employees must use a badge to gain entry. Employees are required to
3 enter the facility one at a time and "piggybacking" of multiple employees entering with one
4 badge is not permitted. As such, employees must wait in line to either badge into the facility.
5 Employees are not paid for the time they must wait in line and wait to use their badge to gain
6 entry to the building. Once in the building, Plaintiff and the Aggrieved Employees must wait
7 in line to clock in. Thus, Plaintiff and the Aggrieved Employees are owed wages for the unpaid
8 time during which they are subject to Defendant's and/or DOES' control and/or during which
9 they are not free from all work duties. Failing to pay for all hours worked while under
10 Defendant's and/or DOES' control and/or while suffered or permitted to work resulted in
11 hourly, non-exempt employees being deprived of straight time and/or overtime wages.

12 125. Additionally, Defendant and/or DOES fail to pay all meal and rest period premiums owed to
13 Plaintiff and Aggrieved Employees.

14 126. Defendant's and/or DOES' failure to pay Plaintiff and the Aggrieved Employees who are no
15 longer employed by Defendant and/or DOES their wages, that were earned and unpaid, at the
16 time of termination or within seventy-two (72) hours of their leaving Defendant's and/or
17 DOES' employ, is in violation of *California Labor Code* sections 201 and 202.

18 127. *California Labor Code* section 203 provides that when an employer willfully fails to pay wages
19 owed, in accordance with *California Labor Code* sections 201 and 202, the wages of the
20 employee shall continue as a penalty from the due date thereof at the same rate until paid or
21 until action is commenced; but the wages shall not continue for more than thirty (30) days.

22 128. Plaintiff, as a non-exempt employee who Defendant and/or DOES fail to pay all wages, failed
23 to provide a minimum statutory first and/or second meal periods, and failed to provide paid ten
24 (10) minute rest periods, is an aggrieved employee with standing to bring an action under the
25 PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to
26 enforce California's labor laws, and the penalty provisions identified in *California Labor Code*
27 section 2699.5.

28 129. Plaintiff, as a representative of the people of the State of California, seeks all penalties

otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.

130. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.

131. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

132. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* section 558(a)(1) and 558(a)(2).

SIXTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (California Labor Code §2698 et. seq.).

133. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

134. *California Labor Code* section 226(a) requires Defendant and/or DOES to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the Aggrieved Employees. *California Labor Code* section 226(a) requires Defendant and/or DOES, at the time of each payment of wages, to “furnish each of her or her employees, either as an detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized

statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate and the corresponding number of hours worked at each hourly rate by the employee....”

135. *California Labor Code* section 226, subdivision (a) also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.”

136. In addition, *California Labor Code* section 204(b) requires that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” An employer complies with section 226(a) “if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in the subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.”

137. Defendant and/or DOES have knowingly and intentionally failed to comply with *California Labor Code* section 226(a) on each and every wage statement provided to Plaintiff and the Aggrieved Employees.

138. In every pay period during the period of the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not itemize the total hours worked on wage statements as *California Labor Code* section 226 (a), requires. In every pay period during the period of

the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not include the total hours worked on wage statements and failed to include this information accurately. Defendant and/or DOES therefore knowingly and intentionally fail to itemize the total hours worked on Plaintiff's and the Aggrieved Employees' wage statements.

139. Defendant and/or DOES knowingly and intentionally did not include the gross wages earned on wage statements. Defendant and/or DOES therefore knowingly and intentionally fail to itemize the gross wages earned on Plaintiff's and the Aggrieved Employees' wage statements.

140. In every pay period during the period of the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not itemize the total hours worked on wage statements as *California Labor Code* section 226 (a), requires. Defendant and/or DOES have a continuous policy of not paying Plaintiff and the Aggrieved Employees for all hours worked. Specifically, Defendant and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods. Plaintiff and the Aggrieved Employees are not paid for this time. For example, Defendant's and/or DOES' facilities have controlled access. This means, to gain access, employees must use a badge to gain entry. Employees are required to enter the facility one at a time and "piggybacking" of multiple employees entering with one badge is not permitted. As such, employees must wait in line to either badge into the facility. Employees are not paid for the time they must wait in line and wait to use their badge to gain entry to the building. Once in the building, Plaintiff and the Aggrieved Employees must wait in line to clock in. Thus, Plaintiff and the Aggrieved Employees are owed wages for the unpaid time during which they are subject to Defendant's and/or DOES' control and/or during which they are not free from all work duties.

141. In addition, Defendant and/or DOES fail to include all overtime hours worked by Plaintiff and the Aggrieved employees on wage statements and itemize those overtime hours at the proper regular rate.

142. In every pay period during the period of the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not include all meal and rest period premiums owed on wage statements. Defendant and/or DOES therefore knowingly and intentionally fail to itemize

all meal and rest period premiums owed on Plaintiff's and the Aggrieved employees' wage statements throughout the relevant statute of limitations.

143. Defendant and/or DOES also did not itemize the amount of sick pay accrued on wage statements.

144. Throughout the relevant time period, because of the knowing and intentional failure by Defendant and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the Aggrieved Employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

145. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.

146. Plaintiff, as a non-exempt employee who Defendant and/or DOES fail to provide accurate and itemized wage statements, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

147. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174, 1199.

148. Pursuant to Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

149. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for

violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy and Failure to Provide Written Notice Setting Forth the Amount of Sick Leave Available (California Labor Code §2698 et. seq.).

150. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

151. Section 246(a)(1) of the *California Labor Code* states: “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.”

152. *California Labor Code* section 246, subdivision (b)(1), provides, in pertinent part, “an employee shall accrue paid sick days at the rate of not less than one hour per every thirty (30) hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later.”

153. *California Labor Code* section 246(k) provides that, “[a]n employee may determine how much paid sick leave they need to use, provided that an employer may set a reasonable minimum increment, not to exceed two hours, for the use of paid sick leave.”

154. Section 246(c) of the Labor Code states: “An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.”

155. Section 233(c) of the *California Labor Code* states: “An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.”

156. Section 233(d) of the *California Labor Code* provides relief for violations of this section,

- 1 stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to
2 reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate
3 equitable relief.”
- 4 157. Section 234 of the *California Labor Code* further forbids employers from adopting an “absence
5 control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead
6 to or result in discipline, discharge, demotion, or suspension is a per se violation of Section
7 233. An employee working under this policy is entitled to appropriate legal and equitable relief
8 pursuant to Section 233.”
- 9 158. SIEMENS and/or DOES operate under an absence control policy that counts sick leave taken
10 pursuant to Section 233 as an unauthorized absence that may result in discipline, discharge,
11 demotion, or termination. Thus, SIEMENS and/or DOES’ sick pay policy punishes Plaintiff
12 and Aggrieved Employees by way of suspension and/or termination for use of protected and
13 appropriate sick leave. Plaintiff and the Aggrieved Employees are entitled to actual damages
14 or one day’s pay pursuant to Labor Code Section 233(d).
- 15 159. Further, SIEMENS’s and/or DOES’ sick pay policy fails to pay sick pay for all appropriate
16 and protected purposes enumerated in Labor Code section 233, 234, and 246.
- 17 160. Section 246(i) of the California Labor Code states, “[a]n employer shall provide an employee
18 with written notice that sets forth the amount of sick leave available, or paid time off an
19 employer provides in lieu of sick leave, for use on either the employee’s itemized wage
20 statement described in Section 226 or in a separate writing provided on the designated pay date
21 with the employee’s payment of wages.”
- 22 161. SIEMENS and/or DOES fail to itemize sick leave available, or paid time off an employer
23 provides in lieu of sick leave, for us on Plaintiff’s and the Aggrieved Employees’ itemized
24 wage statements or in a separate writing provided on the designated pay date with the
25 employee’s payment of wages.
- 26 162. SIEMENS’s and/or DOES’ sick pay policy fails to pay sick pay for all appropriate and
27 protected purposes enumerated in Labor Code sections 233, 234, 246, and 246.5, and
28 SIEMENS and/or DOES fail to itemize the amount of accrued/available sick leave employees

1 have on wage statements each pay period.

2 163. As a result of the unlawful acts of Defendant SIEMENS and/or DOES, Plaintiff and the
3 Aggrieved Employees he seeks to represent have been incurred damages, in amounts to be
4 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties
5 thereon, attorneys' fees and costs, pursuant to Labor Code section 233(e).

6 164. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant
7 and/or DOES in California.

8 165. Plaintiff, as a non-exempt employee who was subject to Defendant's and/or DOES' unlawful
9 sick pay/paid time off policy, is an aggrieved employee with standing to bring an action under
10 the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general
11 public to enforce California's labor laws, and the penalty provisions identified in *California*
12 *Labor Code* section 2699.5 for violations of the *California Labor Code* sections 233, 234, 246,
13 and 246.5.

14 166. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other
15 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
16 violations pursuant to this chapter or any provisions regulating hours and days of the week of
17 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
18 558(a)(2).

19 **SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
20 **Private Attorneys General Act of 2004 (PAGA) for Failure to Reimburse/Illegal Deductions**
21 **(*California Labor Code* §2698 et. seq.).**

22 167. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
23 as if fully plead.

24 168. Section 2802(a) of the *California Labor Code* requires "[a]n employer [to] indemnify his or
25 her employee for all necessary expenditures or losses incurred by the employee in direct
26 consequence of the discharge of his or her duties."

27 169. Plaintiff and the Aggrieved Employees incurred expenses in the discharge of their duties
28 without receiving reimbursement from Defendant and/or DOES.

1 170. SUNBELT and/or DOES fail to reimburse Plaintiff and Aggrieved Employees for all necessary
2 expenses incurred in the performance of their jobs.

3 171. Plaintiff and Aggrieved employees incurred expenses in the discharge of their duties without
4 receiving reimbursement from Defendant and/or DOES. These expenses include, but are not
5 limited to, having to use their personal cell phones for business purposes. Defendant and/or
6 DOES call and/or text Plaintiff and the Aggrieved Employees on their personal cell phones
7 during their shifts. Defendant and/or DOES fail to reimburse Plaintiff and the Aggrieved
8 Employees for this expense.

9 172. *California Labor Code* section 2802(a) entitles Plaintiff and the aggrieved employees to
10 reimbursement for said necessary expenditures, plus interest and expenses.

11 173. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant
12 and/or DOES in California.

13 174. Plaintiff, as a non-exempt employee who incurred business expenses which Defendants and/or
14 DOES fail to reimburse, is an aggrieved employee with standing to bring an action under the
15 PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public
16 to enforce California's labor laws, and the penalty provisions identified in *California Labor*
17 *Code* section 2699.5.

18 175. Plaintiff, as a representative of the people of the State of California, seeks all penalties
19 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
20 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
21 that section 2699.3(a) applies to any alleged violation of the following provisions: for
22 violations of the *California Labor Code* section 2802.

23 176. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of
24 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one
25 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
26 per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved
27 employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

28 ///

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays for relief and judgment against Defendant and/or DOES, jointly and severally, as follows:

- A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).
- B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compliant meal periods;
- C. For all statutory penalties for each pay period during which an employee was underpaid due to failure to provide compliant meal periods;
- D. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide all rest periods;
- E. For all statutory penalties provided under *California Labor Code* for each pay period during which an employee was underpaid due to failure to provide paid rest periods;
- F. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to timely pay wages at separation;
- G. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time worked;
- H. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compensation at the minimum wage;
- I. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide accurate, itemized wage statements;
- J. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to adopt a lawful sick pay policy;
- K. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to reimburse business expenses; and
- L. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section 2699(g)(1).

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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial as to liability.

MARA LAW FIRM, PC

Date: January 29, 2024

Signed: _____

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff ROGELIO

CARRILLO, on behalf of himself and all
others similarly situated, and on behalf of the
general public