

LAUREL EMPLOYMENT LAW

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an Aggrieved Employee, and on behalf of
all other Aggrieved Employees

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JUAN GONZALEZ, individually and on
behalf of all other Aggrieved Employees,

Plaintiff,

vs.

ADD LOGISTICS LLC, a California Limited
Liability Company; and DOES 1 through 100,
Inclusive,

Defendants.

Case No.: **26ST CV 2981 1**

**PRIVATE ATTORNEYS GENERAL
ACT OF 2004 COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code § 2699(a); and
2. Civil Penalties Pursuant to Labor Code § 2699(f).

[UNLIMITED JURISDICTION]

1 Plaintiff Juan Gonzalez (“Plaintiff”), as an Aggrieved Employee, and on behalf of all other
2 Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as
3 follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against ADD LOGISTICS
7 LLC, a California Limited Liability Company, and any of its respective subsidiaries or affiliated
8 companies within the State of California (“ADD LOGISTICS LLC”), (hereinafter, “Defendant”) as
9 a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on
10 behalf of Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA
11 Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code
12 sections 201, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 245, 246, 432,
13 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1,
14 2800, 2802, 2810.5, 2699, among others, California Code of Regulations, Title 8, sections 3395, as
15 well as applicable Wage Orders, Plaintiff seeks to represent all current and former employees that
16 worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff
17 seeks to represent only non-exempt current and former employees that worked for Defendants
18 during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved
19 Employees.” The “PAGA Period” refers to three years preceding the date notice was submitted to
20 the LWDA, continuing past the date of notice to the LWDA into perpetuity.

21 **PARTIES**

22 2. Plaintiff Juan Gonzalez is a resident of the State of California. At all relevant times
23 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
24 Plaintiff as a non-exempt employee. Plaintiff worked as a delivery driver with duties that included,
25 but were not limited to, included inspecting and loading assigned delivery vans, navigating delivery
26 routes, and delivering Amazon packages to customers throughout the Los Angeles area. Plaintiff is
27 informed and believes, and based thereon alleges, that Plaintiff Juan Gonzalez worked for
28 Defendants from approximately October 2025 to approximately January 2026.

3. Plaintiff is informed and believes and based thereon alleges that defendant ADD LOGISTICS LLC is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California. At all relevant times herein, ADD LOGISTICS LLC employed Plaintiff and Aggrieved Employees within the State of California

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known.

JOINT LIABILITY ALLEGATIONS

5. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall include ADD LOGISTICS LLC, and any of its parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

6. Plaintiff is informed and believes and based thereon alleges that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

7. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

6 8. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
7 thereon alleges that Defendants, and each of them, are joint employers.

8 **JURISDICTION**

9 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
10 of Civil Procedure section 410.10.

11 10. Venue is proper in Los Angeles County, California pursuant to Code of Civil
12 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
13 causes of action complained of herein arose; the county in which the employment relationship
14 began; the county in which performance of the employment contract, or part of it, between Plaintiff
15 and Defendants was due to be performed; and the county in which the employment contract, or part
16 of it, between Plaintiff and Defendants was actually performed. Moreover, the unlawful acts alleged
17 herein have a direct effect on Plaintiff and Aggrieved Employees in Los Angeles County, and
18 Defendants employ Aggrieved Employees in Los Angeles County.

19 **PAGA REPRESENTATIVE ALLEGATIONS**

20 11. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
21 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
22 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
23 recover civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiff and all
24 other Aggrieved Employees of Defendants during the PAGA Period.

25 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
26 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
27 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
28 PAGA allegations described herein is not required.

1 13. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
2 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
3 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
4 PAGA Period.

5 14. Pursuant to Labor Code section 2699.3, on or around June 11, 2026, Plaintiff
6 provided written notice of Defendants' violation of various provisions of the Labor Code to the
7 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

8 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
9 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
10 calendar days of the PAGA Notice.

11 16. To the extent Defendants, or either of them, previously used the notice and cure
12 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
13 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
14 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
15 conference process pursuant to section 2699.3(f).

16 17. In the event that Defendants, or either of them, is/are determined to have satisfied
17 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
18 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
19 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

20 18. In the event that Defendants, or either of them, is/are determined to have, prior to
21 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
22 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
23 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
24 section 2699(g)(1)-(3).

25 19. In the event that Defendants, or either of them is/are deemed to have adequately taken
26 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
27 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
28 Code section 2699(h)(1)-(3).

20. In the event, the LWDA and/or a court issued a finding or determination to the Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or any of them, would be subject to heightened penalties pursuant to Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

FACTUAL ALLEGATIONS

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew, or should have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all time worked, including regular, overtime, and double times wages, and that Plaintiff and Aggrieved Employees were not receiving all wages owed for work that was required to be performed.

22. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages.

23. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift tasks before clocking in and post-shift tasks after clocking out. By way of example, Plaintiff and, upon information and belief, Aggrieved Employees were required to arrive at the worksite, collect their assigned pouch, obtain their baggage number, wait to receive their delivery routes by text from Defendants, retrieve their assigned van keys, and resolve issues with their assigned vans before they

1 were permitted to clock in. This pre-shift routine consumed approximately five to ten minutes each
2 workday and was not compensated. Plaintiff and, upon information and belief, Aggrieved
3 Employees were also required to perform post-shift inspections of their assigned delivery vans after
4 clocking out. These post-shift inspections were performed daily and consumed approximately ten
5 to fifteen minutes per shift, for which Plaintiff and Aggrieved Employees were not compensated.
6 Plaintiff and Aggrieved Employees performed this work for Defendants' benefit, under Defendants'
7 control, and as a necessary part of their delivery-driver duties.

8 24. In addition, Defendants failed to include all forms of remuneration, including non-
9 discretionary bonuses and other supplemental remuneration, into the regular rate of pay during pay
10 periods where overtime was worked. Defendants paid non-discretionary bonuses to Plaintiff, but
11 upon information and belief failed to consistently include those bonuses and other non-discretionary
12 remuneration in the regular rate of pay for all applicable pay periods in which overtime was worked,
13 resulting in overtime being calculated and paid at an understated rate.

14 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 violated, without limitation, Labor Code sections 223, 551, 552, 1197, 1182.12, and applicable
16 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
17 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
18 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
19 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
20 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
21 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
22 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
23 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
25 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
26 Employees during the PAGA Period to work in excess of five (5) and ten (10) hours per day without
27 being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu
28 thereof. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful

1 meal periods by, without limitation, failing to provide timely, uninterrupted, duty-free, and complete
2 first meal periods; failing to provide second meal periods when Plaintiff and Aggrieved Employees
3 worked shifts exceeding ten hours; failing to provide a suitable or designated break area for meal
4 periods, thereby requiring Plaintiff and Aggrieved Employees to eat in their delivery vans or other
5 locations; requiring Plaintiff and Aggrieved Employees to remain available during attempted meal
6 periods; and pressuring Plaintiff and Aggrieved Employees to skip, shorten, delay, or otherwise
7 forgo compliant meal periods to meet Defendants' delivery quotas, route demands, productivity
8 requirements, and other quota-driven standards. Plaintiff and other Aggrieved Employees personally
9 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
10 alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved
11 Employee during the PAGA Period, and thus each Aggrieved Employee was owed one hour of
12 premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor
13 Code section 226.7. However, Plaintiff is informed and believes that those premium payments under
14 Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at
15 the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor
16 Code sections 210, 558, 1198, and 2699 for both failing to authorize the taking of compliant meal
17 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
18 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
19 alleges, that Defendants' conduct gave rise to such violations and was malicious, fraudulent, or
20 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
21 2699(f)(2)(B)(ii).

22 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to
24 work over four-hour periods, or major fractions thereof, without authorizing and permitting Plaintiff
25 and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods
26 in which employees are completely relieved of all duties. By way of example, Defendants regularly
27 denied Plaintiff and Aggrieved Employees lawful rest periods by, without limitation, failing to
28 provide rest periods altogether; failing to provide a suitable or designated break area; failing to

1 provide seating for rest periods; failing to provide timely rest periods; failing to provide all required
2 rest periods, including third rest periods when Plaintiff and Aggrieved Employees worked shifts
3 exceeding ten hours; pressuring Plaintiff and Aggrieved Employees to skip, shorten, delay, or
4 otherwise forgo rest periods to meet Defendants' delivery quotas, route demands, productivity
5 requirements, and other quota-driven standards; and otherwise requiring on-duty or on-call rest
6 periods. Specifically, dispatchers and other employees advised Plaintiff that if he was working too
7 slowly, he should skip his first rest break to complete more deliveries, and Plaintiff felt Defendants'
8 delivery quotas were physically impossible to meet without skipping or shortening breaks. Plaintiff
9 and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
10 informed and believes, and based thereon alleges, that Defendants violated the applicable Wage
11 Order(s) each day for each Aggrieved Employee during the PAGA Period, and that each Aggrieved
12 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
13 during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
14 believes that those premium payments under Labor Code section 226.7 were not made for these
15 non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor
16 Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor
17 Code sections 210, 558, 1198, and 2699 for both failing to authorize the taking of compliant rest
18 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
19 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
20 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
21 or oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code
22 section 2699(f)(2)(B)(ii).

23 28. As a result of, among other things, Defendants' herein-described policy or practice
24 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
25 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
26 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
27 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
28 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that

1 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
2 inclusive dates of the period for which the employee is paid; the name of the employee and only the
3 last four digits of their social security number or an employee identification number other than a
4 social security number; all deductions; all applicable hourly rates in effect during the pay period and
5 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
6 address of the employer, and other such information as required by Labor Code section 226,
7 subdivision (a). Consequently, Plaintiff is informed and believes, and based thereon alleges, that
8 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
9 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
10 these violations and was owed penalties under Labor Code section 226 for each pay period worked
11 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
12 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
13 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or
14 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
15 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
16 malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties
17 pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
19 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
20 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
21 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
22 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
23 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
24 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
25 each pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each
26 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
27 section 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed
28 and believes that those penalties under Labor Code section 203 were not made for these violations

1 of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties
2 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
3 and 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
4 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
5 Defendants would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

7 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
8 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
9 limitation, Plaintiff and other Aggrieved Employees, for costs incurred for the purchase and
10 maintenance of cellular phones and cellular phone plans in direct consequence of the discharge of
11 their duties, or of their obedience to the directions of Defendants, as required by Labor Code sections
12 1198, 2800, 2802, and other statutory and common law offenses. By way of example, Defendants
13 required Plaintiff and other Aggrieved Employees to download and use the Amazon Flex application
14 on their personal cellular phones for mandatory work functions, including clocking in and out,
15 navigating delivery routes, completing routes, and communicating with dispatch. Plaintiff and other
16 Aggrieved Employees paid to maintain personal cellular phone plans and used their personal devices
17 to perform these mandatory work functions, but Defendants did not provide reimbursements
18 sufficient to cover that required work-related use. As a result, Plaintiff and other Aggrieved
19 Employees personally suffered these violations, and Defendants are liable to reimburse Plaintiff and
20 other Aggrieved Employees for these costs incurred in furtherance of work duties. Defendants
21 would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198, and 2699, or
22 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
23 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
24 malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil penalties
25 pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
27 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
28 time off and vacation time owed upon separation of employment as wages at their final rate of pay

1 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
2 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
3 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
4 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
5 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
6 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
7 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
9 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
10 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
11 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
12 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
13 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
14 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
15 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
16 sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges, that
17 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
18 personally suffered these violations. As such, Defendants would be liable for civil penalties pursuant
19 to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
20 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
21 above gave rise to such violations and was malicious, fraudulent, or oppressive. Therefore,
22 Defendants would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

24 33. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
25 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
26 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
27 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
28 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that

1 the sick pay was not provided at the proper regular of pay as required under California law due to
2 failure to properly calculate the regular rate. [Plaintiff is additionally informed and believes that the
3 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
4 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
5 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and
6 other Aggrieved Employees have personally suffered violations under these sections and
7 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
8 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
9 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
10 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
11 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
12 2699(f)(2)(B)(ii).

13 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should
14 have known they imposed systematic quota and production demands on Plaintiff and other
15 Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under Labor
16 Code sections 2100, et seq. Specifically, Plaintiff is informed and believes, and based thereon
17 alleges, that Defendants had a duty to ensure their production demands and quotas did not prevent
18 Plaintiff and Aggrieved Employees from complying with laws pertaining to meal periods, rest
19 periods, bathroom breaks, including reasonable travel time to and from bathroom facilities, recovery
20 periods, and workplace safety requirements. Defendants, or some of them, constitute a covered
21 employer, and Plaintiff and Aggrieved Employees are covered employees. Defendants, or some of
22 them, implemented quotas as defined in Labor Code section 2100, subdivision (h), and subjected
23 Plaintiff and Aggrieved Employees to adverse employment actions as defined in Labor Code section
24 2102. Furthermore, Defendants, or some of them, willfully, knowingly, and intentionally established
25 quotas and production demands that harmed Plaintiff and Aggrieved Employees by favoring
26 delivery speed, productivity, and route completion over compliance with California wage-and-hour
27 and workplace-safety laws.

1 35. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
2 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
3 statements and similar payroll documents under Labor Code section 226, documents signed to
4 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
5 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
6 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
7 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
8 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
9 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
10 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
11 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
12 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

14 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 required or require the execution of a release of claim or right on account of wages due, or to become
16 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
17 being paid. As such, Plaintiff is informed and believe, and based thereon alleges that Defendants
18 violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved Employees
19 have personally suffered these violations. Plaintiff is further informed and believes, and based
20 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
21 fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code
22 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
23 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
25 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
26 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants, and their
27 agents, managers, superintendents, and/or officers, to be prohibited by law, including, without
28 limitation, terms contained in purported arbitration agreements, purported confidentiality

1 agreements, purported severance agreements, purported release agreements, authorization and
2 consent forms, and other written documents presented for signature and/or assent to Plaintiff and/or
3 Aggrieved Employees by Defendants. By way of example, Defendants required Plaintiff to execute
4 written onboarding documents as a condition of commencing employment, including a
5 Confidentiality and Non-Disclosure Agreement and Authorization and Consent for Shared
6 Information, and further required Plaintiff to execute a Mutual Agreement to Individually Arbitrate
7 Disputes during the onboarding process. Defendants also conditioned payment of wages upon
8 Plaintiff's execution of a separation agreement or release of Labor Code claims. As a result, Plaintiff
9 is informed and believes that Defendants violated Labor Code sections 432.5 and 1198. As such,
10 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved
11 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
12 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
13 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code
14 sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
15 Defendants would further be liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

17 38. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
18 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
19 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
20 Employees pursuant to PAGA.

21 **FIRST AND ONLY CAUSE OF ACTION**

22 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

23 39. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
24 preceding paragraphs as though fully set forth hereat.

25 **Civil Penalties Under Labor Code § 210**

26 40. At all relevant times herein, Labor Code section 204, requires and required that:
27 "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
28 between the 16th and 26th day of the month during which the labor was performed, and labor

1 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
2 between the 1st and 10th day of the following month.”

3 41. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
4 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
5 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
6 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
7 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
8 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
9 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

10 42. At all relevant times herein, Defendants have had a consistent policy or practice of
11 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
12 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
13 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
14 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
15 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
16 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
17 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
18 violation in connection with each payment that was made in violation of Labor Code section 204.

19 Civil Penalties Under Labor Code § 226.3

20 43. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
21 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
22 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
23 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
24 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

25 44. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
26 this section are in addition to any other penalty provided by law.”

27 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by

1 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
2 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
3 address of each employer with whom they have been placed to work; all applicable hourly rates in
4 effect during the pay period and the corresponding number of hours worked at each hourly rate; and
5 other such information as required by Labor Code section 226, subdivision (a).

6 46. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
7 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
8 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
9 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
10 period for each subsequent violation.

11 Violation of Labor Code § 558

12 47. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
13 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
14 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
15 penalty as follows:

16 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
17 pay period for which the employee was underpaid in addition to an amount sufficient
18 to recover underpaid wages;

19 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
20 employee for each pay period for which the employee was underpaid in addition to
21 an amount sufficient to recover underpaid wages;

22 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

23 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
24 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
25 regulating wages, hours and days of work described herein, including but not limited to Labor Code
26 sections 203, 226, 226.7, 1194 and 2802.

27 49. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover

1 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
2 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
3 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

4 Violation of Labor Code § 1174.5

5 50. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
6 every person employing labor in California to "[a]llow any member of the commission or the
7 employees of the Division of Labor Standards Enforcement free access to the place of business or
8 employment of the person to secure any information or make any investigation that they are
9 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
10 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
11 or papers of the person."

12 51. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
13 every person employing labor in California to "[k]eep a record showing the names and addresses of
14 all employees employed and the ages of all minors."

15 52. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
16 every person employing labor in California to "[k]eep, at a central location in the state or at the
17 plants or establishments at which employees are employed, payroll records showing the hours
18 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
19 piece rate paid to, employees employed at the respective plants or establishments. These records
20 shall be kept in accordance with rules established for this purpose by the commission, but in any
21 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
22 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
23 earned."

24 53. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
25 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
26 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
27 member of the commission or employees of the division to inspect records pursuant to subdivision
28 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

54. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

55. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

Violation of Labor Code § 1197.1

56. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to

1 Section 203, recovered pursuant to this section shall be paid to the affected
2 employee.”

3 57. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
4 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
5 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
6 Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted
7 Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiff and
8 Aggrieved Employees to complete pre-shift tasks before clocking in and post-shift tasks after
9 clocking out. Specifically, Plaintiff and, upon information and belief, Aggrieved Employees were
10 required to arrive at the worksite, collect their assigned pouch, obtain their baggage number, wait to
11 receive their delivery routes by text from Defendants, retrieve their assigned van keys, and resolve
12 issues with their assigned vans before they were permitted to clock in. Plaintiff and, upon
13 information and belief, Aggrieved Employees were also required to perform post-shift inspections
14 of their assigned delivery vans after clocking out. As a result, Defendants failed to compensate
15 Plaintiff and Aggrieved Employees for all hours worked, including all minimum wages owed.

16 58. As a direct and proximate result of the herein-described Labor Code violations,
17 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
18 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
19 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
20 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
21 subsequent violation.

22 Civil Penalties Under Labor Code § 2699

23 59. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
24 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
25 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
26 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
27 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
28 employees pursuant to the procedures specified in Labor Code section 2699.3, including, without

1 limitation, the following additional provisions of the Labor Code:

2 a. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 have or had a policy or practice of failing to provide Plaintiff and other
4 Aggrieved Employees with all rights afforded to them under the Healthy
5 Workplaces, Healthy Families Act of 2014, codified at Labor Code section
6 245, et seq., including, without limitation, the amount of paid sick leave
7 required to be provided pursuant to California and local laws. Plaintiff is
8 further informed and believes that Defendants failed to provide paid sick leave
9 at the proper regular rate of pay due to Defendants' failure to properly
10 calculate the regular rate. Plaintiff is thus informed and believes that
11 Defendants violated these Labor Code sections, as well as Labor Code section
12 1198. As such, Plaintiff and other Aggrieved Employees personally suffered
13 violations under these sections, and Defendants would be liable for civil
14 penalties for violation of the paid sick leave laws under Labor Code sections
15 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
16 reasonable attorneys' fees and costs. Plaintiff is further informed and believes,
17 and based thereon alleges, that Defendants' conduct above gave rise to such
18 violations and was malicious, fraudulent, or oppressive. Defendants would
19 further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 b. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known they imposed systematic quota and production
23 demands on Plaintiff and other Aggrieved Employees which violated the
24 rights of Plaintiff and Aggrieved Employees under Labor Code sections 2100,
25 et seq. Specifically, Plaintiff is informed and believes, and based thereon
26 alleges, that Defendants had a duty to ensure their production demands and
27 quotas did not prevent Plaintiff and Aggrieved Employees from complying
28 with laws pertaining to meal periods, rest periods, bathroom breaks, including

1 reasonable travel time to and from bathroom facilities, recovery periods, and
2 workplace safety requirements. Defendants, or some of them, constitute a
3 covered employer, and Plaintiff and Aggrieved Employees are covered
4 employees. Defendants, or some of them, implemented quotas as defined in
5 Labor Code section 2100, subdivision (h), and subjected Plaintiff and
6 Aggrieved Employees to adverse employment actions as defined in Labor
7 Code section 2102. Furthermore, Defendants, or some of them, willfully,
8 knowingly, and intentionally established quotas and production demands that
9 harmed Plaintiff and Aggrieved Employees by favoring delivery speed,
10 productivity, and route completion over compliance with California wage-
11 and-hour and workplace-safety laws.

- 12 c. Defendants prevented compliance with California's meal and rest break laws
13 and failed to consider meal and rest breaks as productive time when Plaintiff
14 and Aggrieved Employees were required to remain available or on call in
15 violation of Labor Code section 2103, subdivision (b). Plaintiff and Aggrieved
16 Employees were not permitted to take compliant meal breaks, rest breaks,
17 and/or rest and recovery periods when requested, due to Defendants' unlawful
18 policy and practice of favoring production goals over the rights of Plaintiff
19 and Aggrieved Employees. By way of example, Defendants' delivery quotas,
20 route demands, and productivity expectations pressured Plaintiff and
21 Aggrieved Employees to skip, shorten, delay, or otherwise forgo meal periods,
22 rest periods, bathroom breaks, and recovery periods. Plaintiff was advised by
23 dispatchers and other employees that if he was working too slowly, he should
24 skip his first rest break to complete more deliveries, and Plaintiff felt
25 Defendants' delivery quota was physically impossible to meet without
26 skipping or shortening breaks. Consequently, Plaintiff and other Aggrieved
27 Employees were not provided with compliant meal periods, including second
28 meal periods where required; were not authorized or permitted to take

1 compliant rest periods, including second or third rest periods where required;
2 and were not provided compliant recovery periods. Defendants' policies and
3 practices prevented Plaintiff and Aggrieved Employees from taking these
4 meal, rest, bathroom, and recovery periods as required by California law.

- 5 d. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed to provide Plaintiff and Aggrieved Employees with written descriptions
7 of each quota applicable to them, including the number of tasks to be
8 performed or materials to be handled within a defined time period and any
9 potential adverse employment action that could result from failing to meet the
10 quota. Plaintiff is further informed and believes, and based thereon alleges,
11 that Defendants maintained undisclosed quotas and changed quotas, delivery
12 expectations, route demands, and productivity requirements without providing
13 the written disclosures required by Labor Code sections 2100 through 2112.
14 Defendants had and have a policy and practice of taking adverse employment
15 action against Plaintiff and Aggrieved Employees for failing to meet quotas or
16 productivity standards that did not allow them to comply with meal-period,
17 rest-period, bathroom-break, recovery-period, and occupational health and
18 safety laws, and/or for failing to meet quotas that were not properly disclosed
19 pursuant to Labor Code section 2101. Defendants thus violated Labor Code
20 sections 2100 through 2112. Plaintiff and the Aggrieved Employees
21 personally suffered these violations, which in turn would entitle Plaintiff and
22 other Aggrieved Employees to penalties prescribed by Labor Code sections
23 226 and 1198.5. Defendants would also be liable for civil penalties pursuant
24 to Labor Code sections 558, 1174.5, 1198, and 2699. Plaintiff is further
25 informed and believes, and based thereon alleges, that Defendants' conduct
26 above gave rise to such violations and was malicious, fraudulent, or
27 oppressive. Thus, Defendants would further be liable for civil penalties
28 pursuant to Labor Code section 2699(f)(2)(B)(ii).

- 1 e. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 maintain policies or practices of failing to permit Plaintiff and other Aggrieved
3 Employees to take cooldown periods as required under California Code of
4 Regulations, title 8, section 3395; rest and recovery periods as required by
5 Labor Code section 226.2; and premium pay in lieu thereof under Labor Code
6 section 226.7. Plaintiff and other Aggrieved Employees worked primarily
7 outdoors as delivery drivers, performing package deliveries throughout the
8 Los Angeles area, and were therefore subject to heat illness prevention
9 requirements applicable to outdoor workers under California law. Defendants
10 would thus be liable for civil penalties pursuant to Labor Code sections 210,
11 221, 223, 558, 1198, and 2699 for failing to authorize compliant rest and
12 recovery periods and for failing to provide premium pay under Labor Code
13 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).
14 Plaintiff is further informed and believes, and based thereon alleges, that
15 Defendants' conduct above gave rise to such violations and was malicious,
16 fraudulent, or oppressive. Defendants would further be liable for civil
17 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).
- 18 f. In addition to the above, Plaintiff is informed and believes, and based thereon
19 alleges, that Defendants failed and continue to fail to keep adequate or
20 accurate time records, wage statements and similar payroll documents under
21 Labor Code section 226, documents signed to obtain or hold employment
22 under Labor Code section 432, personnel records under Labor Code section
23 1198.5, and time records under Labor Code section 1174, making it difficult
24 for Plaintiff and other Aggrieved Employees to calculate their unpaid wages
25 and/or premium payments. Because Plaintiff and Aggrieved Employees
26 clocked in and out through the Amazon Flex application, and because pre-shift
27 and post-shift tasks were performed off the clock, the time records Defendants
28 maintained did not accurately capture all hours worked by Plaintiff and other

1 Aggrieved Employees. Defendants also failed to maintain accurate records
2 reflecting all hours worked, meal periods, rest periods, and premium payments
3 owed. Plaintiff and the Aggrieved Employees personally suffered these
4 violations, which in turn would entitle Plaintiff and other Aggrieved
5 Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
6 Defendants would also be liable for civil penalties pursuant to Labor Code
7 sections 558, 1174.5, 1198, and 2699. Plaintiff is further informed and
8 believes, and based thereon alleges, that Defendants' conduct above gave rise
9 to such violations and was malicious, fraudulent, or oppressive. Defendants
10 would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

- 12 g. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 required or require the execution of a release of claims or rights on account of
14 wages due, or to become due, including, without limitation, by conditioning
15 payment of final wages or other compensation on the execution of a separation
16 agreement or release of Labor Code claims. By way of example, Plaintiff was
17 involuntarily terminated effective January 12, 2026, and Defendants
18 conditioned payment of wages upon Plaintiff's execution of a separation
19 agreement. Because wages cannot lawfully be conditioned on the execution of
20 a release of Labor Code claims, Defendants' conduct violated Labor Code
21 sections 206.5 and 1198. As such, Plaintiff is informed and believes, and based
22 thereon alleges, that Plaintiff and other Aggrieved Employees personally
23 suffered these violations. Plaintiff is further informed and believes, and based
24 thereon alleges, that Defendants' conduct above gave rise to such violations
25 and was malicious, fraudulent, or oppressive. Defendants would be liable for
26 civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive
27 relief under sections 2699(e)(1) and 2699(k). Defendants would further be
28 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 h. Plaintiff is further informed and believes, and based thereon alleges, that
2 Defendants failed and refused, and continue to fail and refuse, to comply with
3 the notice requirements of Labor Code section 2810.5 by, among other things,
4 failing to provide Plaintiff and other Aggrieved Employees with accurate rates
5 of pay and overtime rates of pay applicable to their employment; any
6 allowances claimed as part of the minimum wage; the regular payday
7 designated by Defendants; the name of the employer, including any “doing
8 business as” names used by the employer; the physical address of the
9 employer’s main office and the telephone number of the employer; the name,
10 address and telephone number of the workers’ compensation insurance carrier;
11 information regarding paid sick leave; and other pertinent information
12 required to be disclosed by Defendants under Labor Code section 2810.5. By
13 way of example, Defendants provided Plaintiff with a wage notice listing
14 regular and overtime rates that differed from the regular and overtime rates
15 reflected in Plaintiff’s offer letter and wage statements. Plaintiff is informed
16 and believes that Defendants violated Labor Code sections 1198 and 2810.5.
17 Plaintiff and other Aggrieved Employees personally suffered these violations.
18 Plaintiff is further informed and believes, and based thereon alleges, that
19 Defendants’ conduct above gave rise to such violations and was malicious,
20 fraudulent, or oppressive. Among other relief, employees may collect from
21 Defendants civil penalties pursuant to Labor Code sections 558, 1198, and
22 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
23 would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

25 i. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
26 including their agents, managers, superintendents, and/or officers, required
27 Plaintiff and/or Aggrieved Employees to agree, in writing, to terms and
28 conditions known by Defendants, and their agents, managers, superintendents,

1 and/or officers, to be prohibited by law, including, without limitation, terms
2 contained in purported arbitration agreements, purported confidentiality
3 agreements, purported severance agreements, purported release agreements,
4 authorization and consent forms, and other written documents presented for
5 signature and/or assent to Plaintiff and/or Aggrieved Employees by
6 Defendants. By way of example, Defendants required Plaintiff to execute
7 written onboarding documents as a condition of commencing employment,
8 including a Confidentiality and Non-Disclosure Agreement and Authorization
9 and Consent for Shared Information, and further required Plaintiff to execute
10 a Mutual Agreement to Individually Arbitrate Disputes during the onboarding
11 process. Defendants also conditioned payment of wages upon Plaintiff's
12 execution of a separation agreement or release of Labor Code claims. As a
13 result, Plaintiff is informed and believes that Defendants violated Labor Code
14 sections 432.5 and 1198. As such, Plaintiff is informed and believes, and based
15 thereon alleges, that Plaintiff and other Aggrieved Employees personally
16 suffered these violations. Plaintiff is further informed and believes, and based
17 thereon alleges, that Defendants' conduct above gave rise to such violations
18 and was malicious, fraudulent, or oppressive. Defendants would also be liable
19 for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or
20 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
21 further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 60. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
24 each of them, violated the Labor Code sections described in the preceding paragraphs.

25 61. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
26 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
27 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
28 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

1 62. Moreover, Plaintiff and other Aggrieved Employees within the State of California
2 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
3 connection with their herein-described claims for civil penalties.

4 **PRAYER**

5 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
6 judgment against Defendants as follows:

- 7 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
8 1174.5, 1197.1, and 2699;
9 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
10 210, 226.3, 558, 1174.5, 1197.1, and 2699;
11 C. For equitable, including, without limitation, injunctive relief;
12 C. Pre-judgment and post-judgment interest;
13 D. For costs of suit incurred herein; and
14 E. Such other and further relief as the Court deems just and proper.

15 Dated: September 18, 2026

LAUREL EMPLOYMENT LAW

17 BY: 
18 Faik Yetgin

Attorneys for Plaintiff JUAN GONZALEZ
and on behalf of all other Aggrieved
Employees