

JUSTICE FOR WORKERS, P.C.

William C. Sung, SB# 280792

E-Mail: william@justiceforworkers.com

Tiffany L. Luu, SB# 335127

E-Mail: tluu@justiceforworkers.com

Joseph C. Ramli, SB# 339491

E-Mail: jramli@justiceforworkers.com

Guneez Ibrahim, SB# 367321

E-Mail: gibrahim@justiceforworkers.com

9575 Bolsa Avenue

Westminster, CA 92683

Tel: 323-922-2000

Fax: 323-922-2000

Attorneys for Plaintiff MARITZA ALCARAZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MARITZA ALCARAZ, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

BURLINGTON DISTRIBUTION CORP., a
Delaware corporation; RANDSTAD US, LLC,
a Delaware limited liability company; and
DOES 1 through 50,

Defendants.

Case No.: CIVSB2623808

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §§ 2698,
et seq.)**

Plaintiff MARITZA ALCARAZ (“Plaintiff”), on behalf of herself as an aggrieved employee, the State of California, and other aggrieved employees, hereby brings this Representative Action Complaint (“Complaint”) against Defendants BURLINGTON DISTRIBUTION CORP., a Delaware corporation; RANDSTAD US, LLC, a Delaware limited liability company, and DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this Complaint for recovery of civil penalties under the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”), for Defendants’

violations of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order 7-2001 (“Wage Order 7”), including Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2100, et seq. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including San Bernardino County, and some of the acts and omissions complained of herein occurred in San Bernardino County. Furthermore, Plaintiff was employed by Defendants within San Bernardino County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2100, et seq., and Wage Order 7.

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engaged in and continue to engage in business, and employed Plaintiff and other, similarly-situated non-exempt employees within San Bernardino County, and the State of California and, therefore, were (and are) doing business in San Bernardino County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and aggrieved employees to be subject to the unlawful

1 employment practices, wrongs, injuries, and damages complained of herein.

2 6. At all times herein mentioned, each of said Defendants participated in the doing of
3 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
4 Defendants, and each of them, were the agents, servants, and employees of each of the other
5 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
6 within the course and scope of said agency and employment.

7 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
8 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
9 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
10 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
11 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
12 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

13 8. At all times herein mentioned, Defendants, and each of them, were members of, and
14 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
15 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

16 9. At all times herein mentioned, the acts and omissions of various Defendants, and
17 each of them, concurred and contributed to the various acts and omissions of each and all of the
18 other Defendants in proximately causing the injuries and damages as herein alleged.

19 **FACTUAL ALLEGATIONS**

20 10. Defendant Burlington operates distribution centers in California, including in
21 Redlands, California. Defendant Randstad is a staffing agency. Defendant Randstad placed Plaintiff
22 to work for Defendant Burlington, and Defendant Burlington employed Plaintiff, as an associate at
23 Defendant Burlington's distribution center in Redlands, California. The "aggrieved employees" that
24 Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt
25 employees of Defendant Burlington, whether directly hired or employed through a staffing agency,
26 within the State of California.

27 11. Labor Code §§ 1194, 1197, and 1197.1 provide the minimum wage to be paid to
28 employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The

1 applicable Wage Order defines “hours worked” as “the time during which an employee is subject to
2 the control of an employer, and includes all the time the employee is suffered or permitted to work,
3 whether or not required to do so.” See §2 of all applicable Wage Orders. Therefore, employers are
4 required to pay employees for all time spent subject to the control of the employer and all time the
5 employee is suffered or permitted to work. During the relevant time period, Defendants required
6 Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out,
7 and/or during off-the-clock meal breaks, and failed to compensate aggrieved employees for this
8 time.

9 12. Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double
10 time overtime wages, and make it unlawful to work employees for hours longer than eight hours in
11 one day and/or over forty hours in one week without paying the premium overtime rates at one-and-
12 one-half times or double the regular rate of pay, including additional remuneration. During the
13 relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day
14 and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out,
15 and/or during off-the-clock meal breaks, and/or aggrieved employees were not paid overtime
16 compensation at the regular rate of pay because Defendants failed to incorporate multiple rates of
17 pay and/or all non-discretionary remuneration into the regular rate of pay.

18 13. Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an
19 employee one additional hour of pay at the employee's regular rate of compensation for each meal
20 or rest period that is not provided. During the relevant time period, Defendants required Plaintiff
21 and other aggrieved employees to work during meal and rest periods and failed to compensate them
22 properly and at the regular rate of compensation for non-compliant meal and rest periods including,
23 inter alia, short, late, interrupted, and missed meal and rest periods and/or by failing to incorporate
24 multiple rates of pay and/or all non-discretionary remuneration into the regular rate of
25 compensation.

26 14. Labor Code § 246 mandates employers to comply with various requirements with
27 respect to the provision of paid sick leave to employees. During the relevant time period,
28 Defendants improperly calculated the sick leave rate of pay owed to aggrieved employees by failing

1 to incorporate multiple rates of pay and/or all non-discretionary remuneration into the sick leave
2 pay rate calculation.

3 15. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the
4 wages earned and unpaid at the time of discharge are due and payable immediately, and if an
5 employee quits his or her employment, his or her wages shall become due and payable not later than
6 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
7 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
8 quitting. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved
9 employees all wages due to them within any time period specified by Labor Code §§ 201 and 202,
10 including earned and unpaid minimum, overtime, and premium wages as discussed above.

11 16. Labor Code § 204 requires that all wages earned by any person in any employment
12 between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due
13 upon termination of an employee, are due and payable between the 16th and the 26th day of the
14 month during which the labor was performed, and that all wages earned by any person in any
15 employment between the 16th and the last day, inclusive, of any calendar month, other than those
16 wages due upon termination of an employee, are due and payable between the 1st and the 10th day
17 of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of
18 the normal work period shall be paid no later than the payday for the next regular payroll period.
19 During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees
20 all wages due to them within any time period specified by Labor Code § 204, including earned and
21 unpaid minimum, overtime, and premium wages as discussed above.

22 17. Labor Code § 226 requires employers to make, keep and provide complete and
23 accurate itemized wage statements to their employees. During the relevant time period, Defendants
24 did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage
25 statements. The wage statements they received from Defendants were in violation of Labor Code §
26 226(a). The violations include, but are not limited to, the failure to include the total hours worked,
27 including time spent working off the clock and during meal and rest periods, failure to state the
28 correct gross and net wages earned for all time worked, failure to state the correct name and address

1 of the legal entity that is the employer, failure to state the correct inclusive dates of the pay period,
2 failure to and failure to state all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate by the employee.

4 18. Labor Code § 1174 requires an employer to keep, at a central location in the state or
5 at the plants or establishments at which employees are employed, payroll records showing the hours
6 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
7 applicable piece rate paid to, employees employed at the respective plants or establishments. These
8 records shall be kept with rules established for this purpose by the commission, but in any case shall
9 be kept on file for not less than two years. During the relevant time period, Defendants failed to
10 keep accurate and complete payroll records showing the actual hours worked daily and the wages
11 earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum,
12 overtime, and premium wages as discussed above.

13 19. Labor Code § 1198 provides: “The employment of any employee ... under conditions
14 of labor prohibited by the [Industrial Wage Orders] is unlawful.” Section 15 of the Wage Order
15 provides: “(A) The temperature maintained in each work area shall provide reasonable comfort
16 consistent with industry-wide standards for the nature of the process and the work performed. (B) If
17 excessive heat or humidity is created by the work process, the employer shall take all feasible
18 means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where
19 the nature of the employment requires a temperature of less than 60° F, a heated room shall be
20 provided to which employees may retire for warmth, and such room shall be maintained at not less
21 than 68° F. (C) A temperature of not less than 68° F shall be maintained in the toilet rooms, resting
22 rooms, and change rooms during hours of use. (D) Federal and State energy guidelines shall prevail
23 over any conflicting provision of this section.” California law requires an employer to endeavor to
24 provide a safe and healthy workplace. (Cal. Code Regs., tit. 8, §3203.)

25 20. Labor Code § 6720 required the California Division of Occupational Safety and
26 Health (“Cal/OSHA”) to propose an indoor heat illness standard by January 1, 2019. 8 Cal. Code
27 Regs. § 3396 applies when the indoor temperature is greater than 82° F and requires (1) provide
28 access to potable water that is fresh, suitably cool, and free of charge located as close as possible to

1 the work area; (2) provide preventive cool-down rest periods and monitor workers for symptoms of
2 heat-related illness; (3) measure the temperature and heat index and record whichever is greater
3 whenever the temperature or heat index reaches 87° F (or temperature reaches 82° F for workers
4 working in clothing that restricts heat removal or high-radiant-heat areas) and implement control
5 measures to keep workers safe; feasible engineering controls must be implemented first; (4) provide
6 training to both workers and supervisors; and (5) establish, implement, and maintain an effective
7 written Indoor Heat Illness Prevention Plan. During the relevant time period, Defendants violated
8 Labor Code § 1198 and section 15 of the Wage Order because it failed to provide Plaintiff and other
9 aggrieved employees with reasonable comfort by maintaining the indoor temperature within the
10 range of industry standards by, inter alia, complying with the regulations in 8 Cal. Code Regs. §
11 3396, and failed to maintain a temperature of not less than 68° F in toilet rooms and/or breakrooms
12 for Plaintiff and other aggrieved employees.

13 21. Labor Code §§ 2100, et seq. regulate the use of quotas by warehouse distribution
14 centers, including Defendants. Defendants directly or indirectly control 100 or more employees at a
15 single warehouse distribution center or 1,000 or more employees at one or more warehouse
16 distribution centers in California. During the relevant time period, Defendants employed a quota
17 within meaning of Labor Code § 2100. On information and belief, Defendants violated Labor Code
18 §§ 2100, et seq. by failing to provide employees with notice of the quotas and/or because the quotas
19 prevented employees from taking meal periods, rest periods, and/or the use of bathroom facilities.

20 22. On or about June 5, 2026, Plaintiff notified Defendants via certified mail, and
21 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
22 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
23 under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the
24 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
25 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
26 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
27 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
28 with respect to these violations.

1 **FIRST CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(Against All Defendants)**

4 23. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 24. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
7 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, “Aggrieved
8 Employees”), brings this representative action against Defendants to recover the civil penalties due
9 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
10 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
11 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
12 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
13 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
14 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
15 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
16 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
17 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
18 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
19 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
20 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
21 Code for which no civil penalty is specifically provided, based on the following Labor Code
22 violations:

- 23 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
24 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
25 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
26 of Labor Code §§ 204, 510, 558, 1194, and 1198;
27 c. Failing to provide all legally required meal periods, and failure to pay meal period
28 premium wages, to Aggrieved Employees at the regular rate of compensation in

violation of Labor Code §§ 226.7, 512, 558, and 1198;

- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;
- g. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor Code § 246;
- h. Violating Labor Code §§ 1198, 2100, et seq., and Wage Order 7, § 15;
- i. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

25. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

- 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee

1 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
2 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
3 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
4 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
5 subsequent violation per employee per pay period for those violations of the Labor Code for which
6 no civil penalty is specifically provided;

7 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
8 2699(g) and Code of Civil Procedure § 1021.5; and

9 3. For such other and further relief, the Court may deem just and proper.

10
11 DATED: August 14, 2026

JUSTICE FOR WORKERS, P.C.

12
13 By: 

14 William C. Sung

15 Tiffany L. Luu

16 Joseph C. Ramli

17 Guneez Ibrahim

18 Attorneys for Plaintiff MARITZA ALCARAZ
19
20
21
22
23
24
25
26
27
28