

D.LAW, INC.
 Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
 William Tran (SBN 335908)
w.tran@d.law
 Nicholas Demirjian (SBN 368051)
n.demirjian@d.law
 250 N Madison Avenue, 2nd Floor
 Pasadena, CA 91101
 Telephone: (818) 962-6465
 Facsimile: (818) 962-6469

FILED
 Superior Court of California
 County of Los Angeles
09/08/2026
 David W. Slayton, Executive Officer / Clerk of Court
 By: S. Drew Deputy

Attorneys for Plaintiffs MARAT BAKIROV and ALYSSA N ORTEGA,
 on behalf of themselves and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

MARAT BAKIROV and ALYSSA N
 ORTEGA, individuals, on behalf of
 themselves and others similarly situated,

Plaintiffs,

vs.

SYNEAR FOODS USA, LLC, a Delaware
 limited liability company; and DOES 1
 through 50, inclusive,

Defendants.

Case No. 26STCV20958

CLASS ACTION

Assigned for All Purposes To:

Hon. William Highberger

Dept.: 10

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

Complaint Filed: June 30, 2026

Trial Date: None Set

Plaintiffs MARAT BAKIROV and ALYSSA N ORTEGA (hereinafter “Plaintiffs”), on behalf of themselves and other similarly situated non-exempt employees employed by Defendants within the state of California during the relevant time period (collectively, “Employees”; individually, “Employee”), hereby file this Complaint asserting class and representative and individual claims against Defendants SYNEAR FOODS USA, LLC, a Delaware limited liability company; and DOES 1 to 50 (collectively referred to as “Defendants”). Plaintiffs are informed and believe, and on the basis of that information and belief, allege as follows:

INTRODUCTION

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

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

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

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

PARTIES

5. Plaintiffs are individuals over the age of 18 and is now and/or at all times mentioned in this Complaint were citizens of the State of California.

6. Plaintiff BAKIROV worked for Defendants as a Maintenance Technician from on or around December 2024 through September 2025, performing his job duties competently for

Defendants in Los Angeles County.

7. Plaintiff ORTEGA worked for Defendants as a Quality Control Technician from on or around April 2025 through March 2026, performing her job duties competently for Defendants in Los Angeles County.

8. Plaintiffs seek recovery herein from Defendants because with regard to Plaintiffs, while acting for Defendants in their capacity as hourly, non-exempt Maintenance Technicians and Quality Control Technicians, Defendants have:

- a. Failed to pay minimum wages;
- b. Failed to pay wages and overtime;
- c. Failed to authorize and permit meal periods;
- d. Failed to authorize and permit rest periods;
- e. Failed to timely furnish accurate itemized wage statements;
- f. Violated Labor Code § 204;
- g. Violated Labor Code § 203;
- h. Taken illegal wage deductions under Labor Code § 221;
- i. Failed to reimburse necessary business expenses;
- j. Failed to maintain reasonable work area temperatures under the Wage Orders;
- and
- k. Conducted unfair business practices.

9. Defendant SYNEAR FOODS USA, LLC, is a Delaware limited liability company that lists its principal address as 9601 Canoga Avenue, Chatworth, California 91311 with the California Secretary of State. They list their type of business as frozen food manufacturing. Furthermore, "SYNEAR FOODS USA LLC" is listed as the employer in paystubs and W-2 wage statements issued to Plaintiffs by Defendants. Additionally, both paystubs and W-2 wage statements state the employer address listed with the California Secretary of State. Moreover, Plaintiffs were required to report to work to the aforementioned address listed with the California Secretary of State.

10. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California. Plaintiffs do not know the

1 true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive and
2 for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil
3 Procedure § 474. Plaintiffs will seek leave of court to amend this Complaint to allege such names
4 and capacities as soon as they are ascertained.

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

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

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

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

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

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

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

1 **JURISDICTION AND VENUE**

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

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

7 20. The California Superior Court also has jurisdiction in this matter because during their
8 employment with Defendants, Plaintiffs and the members of the putative Classes herein were all
9 California citizens and Defendant SYNEAR FOODS USA, LLC is a Delaware limited liability
10 company that conducts business activities in California. Further, there is no federal question at issue,
11 as the issues herein are based solely on California statutes and law.

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

16 **SUMMARY OF CLAIMS**

17 22. During Plaintiff BAKIROV's employment with Defendants during the relevant
18 period, he worked as a Maintenance Technician at Defendants' jobsite and facilities in Los Angeles
19 County. Plaintiff BAKIROV's job duties included inspecting, maintaining, repairing, and servicing
20 industrial machinery, equipment, and facility systems through Defendants' frozen food
21 manufacturing warehouse.

22 23. Plaintiff BAKIROV generally worked 40 to 48 hours per week, and five to six shifts
23 per week. Plaintiff BAKIROV's scheduled hours were generally from 9:00 a.m. to 5:30 p.m. or 7:00
24 a.m. to 3:30 p.m.

25 24. During Plaintiff ORTEGA's employment with Defendants during the relevant
26 period, she worked as a Quality Control Technician at Defendants' jobsite and facilities in Los
27 Angeles County. Plaintiff ORTEGA's job duties included conducting temperature checks of food
28 products, freezing food products, verifying that products met USDA requirements, and ensuring

1 food was maintained at safe temperatures.

2 25. Plaintiff ORTEGA generally worked 50 hours per week, and six shifts per week.
3 Plaintiff ORTEGA's scheduled hours were generally from 12:30 p.m. to 9:00 p.m. or 2:30 p.m. to
4 11:00 p.m.

5 26. However, Plaintiffs were required by Defendants to endure substantial off the clock
6 work before and after their scheduled shift hours, and during their meal breaks, and were not paid
7 for all their hours worked at the regular rate and at the correct overtime rates.

8 27. With regard to Plaintiffs and the Class Members, Defendants have committed the
9 following violations:

10 a. **Failure to pay minimum wages.** Defendants' policy and practice of requiring
11 systematic off-the-clock work flowed directly from their unlawful policies and timekeeping
12 procedures. Plaintiffs were required to park in Defendants' designated employee parking area and
13 walk approximately five (5) minutes to Defendants' designated time clocks located by the locker
14 room before they could record the beginning of their workday. Additionally, because numerous
15 employees began and ended their shifts at or around the same time, Plaintiffs were required to wait
16 in line to access Defendants' timekeeping system before they could clock in or clock out, resulting
17 in additional uncompensated time while under Defendants' control.

18 Additionally, Defendants failed to provide Plaintiffs with all legally compliant,
19 uninterrupted, off duty meal periods as required under California Law. Throughout Plaintiffs'
20 employment, Defendants exercised control over Plaintiffs during their meal periods, resulting in
21 meal periods that were frequently interrupted, shortened, or otherwise noncompliant. Specifically,
22 while clocked out for meal periods, Plaintiffs routinely received work related text messages and
23 radio communications from Defendants' managers regarding operational matters. Plaintiffs
24 reasonably understood that they were expected to monitor and respond to such communications,
25 thereby preventing them from being fully relieved of all duty during their meal periods. Moreover,
26 at the conclusion of their meal periods, Plaintiffs were regularly required to wait in line to access
27 Defendants' designated time clock before they could clock back into their shifts, further diminishing
28 their uninterrupted meal periods.

1 Furthermore, Defendants required Plaintiffs to carry their personal cellphone with them at
2 all times, and Defendants exerted control over Employees during their unpaid meal periods, off-
3 duty rest breaks, and after work hours, to conduct work-related activities and complete their ongoing
4 job duties, including when responding to work-related communications. Upon information and
5 belief, other Employees of the Class were subjected to the same policies and practices uniformly
6 applied and implemented by Defendants.

7 Thus, Plaintiffs worked more hours than they were scheduled and paid for, including hours
8 during their meal and rest breaks, which were consistently interrupted or missed due to heavy work
9 demands. Upon information and belief, other Employees of the Class were subjected to the same
10 policies and practices uniformly applied and implemented by Defendants.

11 **b. Failure to pay wages and overtime.** Overtime hours were generally not
12 allowed, but Plaintiffs and the Class Members were often compelled to work many regular and
13 overtime hours off-the-clock and without compensation, as addressed above. Plaintiffs and the Class
14 Members were therefore not paid for all their hours worked at the required minimum, overtime, and
15 double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of
16 requiring them to work off the clock and without pay. Upon information and belief, Defendants
17 systematically miscalculated the underlying regular rate for overtime and underpaid Plaintiffs and
18 the Class Members by failing to include all forms of remuneration received in the regular rate, such
19 as "Sick," "Bonus," "Holiday," and "Meal Premium," and neglecting to pay them at the required
20 overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours
21 over twelve in a day at the required double time rate.

22 Therefore, from at least four years prior to the filing of this lawsuit and continuing to the
23 present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
24 worked and failing to pay minimum wages for all time worked. Also, from at least four years prior
25 to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or
26 practice of failing to pay Employees overtime compensation at premium overtime rates for all hours
27 worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours
28 worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding

1 sections of IWC Wage Orders. To the extent Defendants paid any overtime premium wages for any
2 hours worked by Plaintiffs and the Class members, they failed to begin paying it when owed due to
3 post-shift off-the-clock work.

4 **Failure to authorize and permit meal periods.** Defendants failed to provide Plaintiffs
5 and the Class Members with all legally required unpaid, off-duty meal periods, in violation of the
6 applicable Wage Orders and the Labor Code. At all relevant times, Defendants did not have a policy
7 or practice which provided or recorded all the legally required unpaid, off-duty meal periods or
8 which authorized and permitted all legally required paid, off-duty meal periods to Plaintiffs and the
9 Class Members.

10 Plaintiffs and the Class Members were non-exempt employees who regularly worked
11 shifts in excess of five (5) hours and, on some occasions, shifts exceeding ten (10) hours. Despite
12 this, they were often required to do so without receiving a lawful and timely meal break or were
13 required to take shortened meal and rest breaks, or none at all, in order to keep up with work
14 demands and job duties and job requirements and pressure placed upon them by Defendants'
15 management. More specifically, Defendants required Plaintiffs and the Class Members to perform
16 off-the-clock work in a manner that would impact their timing and ability to take meal periods,
17 including requiring them to respond to work-related calls, inquiries, and other demands during
18 breaks. These practices evidenced the control that Defendants exerted over Plaintiffs and the Class
19 members and resulted in further systematic and ongoing meal period violations.

20 Additionally, Defendants would interrupt Plaintiffs and the Class Members during their
21 meal periods in order to compel them to complete work tasks on time. To whatever extent there was
22 ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be
23 management and work-related demands to attend to. This led to systematically late, interrupted,
24 shortened, missed, or on-duty meal periods. The excessive workloads, management expectations,
25 and constant job demands also contributed to Plaintiffs and the Class Members working through
26 meal periods or not taking them or taking them late so work could be accomplished or they were
27 required to remain under Defendants' control during meal periods. Upon information and belief, to
28 whatever extent Defendants attempt to rely upon alleged meal period waivers, they were either

1 unenforceable and invalid or were otherwise not agreed to by Plaintiffs and the Class members.

2 Therefore, Defendants maintained policies and procedures that resulted in systematic
3 meal period violations throughout Plaintiffs' employment. Defendants failed to provide Plaintiffs
4 and the Class Members with all legally required off-duty, unpaid meal periods when they worked
5 shifts of more than five hours and/or failed to pay meal period penalties for missed meal periods, as
6 required by the applicable Wage Order(s) and Labor Code. To the extent Defendants ever did pay
7 Plaintiffs a meal period premium, they failed to do so at the correct hourly rate of compensation by
8 miscalculating the regular rate and failing to include all forms of remuneration in it. Upon
9 information and belief, the other Class Members were subjected to similar unlawful policies and
10 practices and endured similar violations as Plaintiffs at Defendants' hands.

11 For at least four years prior to the filing of this action and continuing through to the
12 present, Plaintiffs and the Class Members were unable to take off duty meal breaks or were
13 otherwise not provided with the opportunity to take required breaks as required under the Labor
14 Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiffs
15 and the Class Members were provided with a meal period, it was often untimely, interrupted, or
16 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
17 Given Defendants' policy and practice of altering timekeeping entries to reflect compliant meal
18 periods, and of inputting compliant meal period times and deducting 30 minutes for meal periods
19 Plaintiffs were not provided, they also committed systematic record keeping violations by recording
20 inaccurate timekeeping entries for them. Additionally, Defendants also failed to pay Employees
21 "premium pay," i.e., one hour of wages at each Employee's effective regular rate of compensation
22 for each meal period that Defendants failed to provide or deficiently provided.

23 **c. Failure to authorize and permit rest periods.** Defendants failed to authorize
24 and permit Plaintiffs and the Class Members to take duty-free, net ten minute rest breaks for every
25 four hours of shift work, or major fraction thereof. Plaintiffs and the other similarly situated Class
26 Members were either not authorized permitted the opportunity to take a rest break or were required
27 to remain under Defendants' control and respond to calls and instructions from management and
28 job demands if and when they even attempted to take one. Upon information and belief and given

1 the control they exerted over Plaintiffs and the Class members during breaks, Defendants thus also
2 failed to authorize and permit employees to leave the premises during rest breaks, further evidencing
3 Defendants' policy and practice of requiring Plaintiffs and the Class Members to remain under their
4 control during required off-duty rest break times.

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

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

18 During rest periods, employers must relieve employees of all duties and relinquish
19 control over how employees spend their time. Plaintiffs and the Class Members were and are under
20 Defendants' control when they are working through rest breaks and are unable to use their rest break
21 time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiffs
22 attempted to take one, the rest breaks were either impermissibly shortened or untimely meal and rest
23 breaks to Plaintiffs and the Class Members. Plaintiffs and the Employees in the Class were thus not
24 authorized and permitted to take lawful rest periods, were systematically required by Defendants to
25 work through or during breaks, and were not provided with one hour's wages in lieu thereof. They
26 were required to remain on-duty during breaks or portions of their breaks, thus making rest breaks
27 either untimely or shortened and on-duty, and they were also prevented from leaving the premises
28 and otherwise were required to remain under Defendants' control during rest breaks under

1 Defendants' uniformly applied policies and practices. Defendants also failed to pay Employees
2 "premium pay," i.e., one hour of wages at each Employee's effective regular rate for rest break
3 violations.

4 **d. Failure to timely furnish accurate itemized wage statements.** Defendants have
5 consistently failed to provide Plaintiffs and the Class Members with timely, accurate, and itemized
6 wage statements, in writing, as required by California wage-and-hour laws. More specifically,
7 Defendants also failed to provide Plaintiffs and the Class Members with complete and accurate wage
8 statements, as those provided failed to show, among other things, the correct wages owed for time
9 worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor
10 Code § 226 provides that every employer shall furnish each of his or her employees with an accurate
11 itemized wage statement in writing showing, among other things, gross wages earned and all
12 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
13 at each hourly rate. The wage statements Defendants provided to Plaintiffs and the Class Members
14 failed to list or to accurately list the wage rates or the hours worked at those rates during the pay
15 period which led to the calculated pay listed by Defendants without any further detail. In addition
16 to derivative violations, Defendants also committed facial violations of Labor Code § 226 by
17 providing wage statements to Class Members that failed to show or otherwise list and comply with
18 the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9). Specifically, because
19 Defendants failed to include all forms of compensation paid under the "Sick," "Bonus," "Holiday,"
20 and "Meal Premium" pay codes in calculating the regular rate of pay, Plaintiffs' and the Class
21 Members' wage statements failed to accurately reflect all wages earned, the applicable hourly rates
22 in effect during the pay period, and the corresponding number of hours worked at each hourly rate,
23 in violation of Labor Code §§ 226(a)(1), (2), (5), and (9). Moreover, Defendants failed to include
24 the employer address and the start or end days of pay periods, resulting in violations of Labor Code
25 §§ 226(a)(6) and (8).

26 Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
27 reporting total hours worked and total wages earned by Plaintiffs and the Class Members, along
28 with the appropriate applicable rates, among other requirements. Upon information and belief,

1 Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage
2 Orders by failing to maintain time records showing when the employee begins and ends each work
3 period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours
4 worked by itemizing in wage statements all deductions from payment of wages and accurately
5 reporting total hours worked.

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

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

21 **g. Illegal wage deductions under Labor Code § 221.** Defendants have
22 consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees'
23 earned wages, including by the above described off-the-clock work and other wage violations,
24 including requiring on-duty work during unpaid meal breaks. On some shifts, generally of five hours
25 or so in duration, Defendants also inputted 30 minutes for timekeeping entries and deducted 30
26 minutes from pay for meal periods that were never provided to or taken by Plaintiffs, and upon
27 information and belief the other Class members. Defendants have consistently and unlawfully
28 collected or received wages from Employees by not compensating Plaintiffs and the Class Members

1 for all hours worked, including on-duty meal periods they were required to endure under
2 Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by and owed
3 to Plaintiffs and the Class members, in violation of Labor Code § 221.

4 **h. Failure to reimburse necessary business expenses.** From at least four years
5 prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required
6 Plaintiffs and the Class Members to incur necessary business expenses in the course of performing
7 their required job duties without reimbursement. These expenses included the use of personal cell
8 phones for work-related activities, such as communications with management, as required by
9 Defendants. As to Plaintiff BAKIROV, he purchased tools necessary for the furtherance of his work-
10 related duties, such as screwdrivers and spanners, for which he was not reimbursed. As to Plaintiff
11 ORTEGA, she too purchased equipment necessary for the furtherance of her work-related duties,
12 such as steel toe shoes, for which she was not reimbursed. Plaintiffs' wage statements do not reflect
13 reimbursements for these and other such necessary business expenses. Defendants were required to
14 reimburse Plaintiffs and the Class Members for all necessary work-related expenditures pursuant to
15 Labor Code § 2802, but they systematically failed to do so.

16 **i. Failure to maintain reasonable work area temperatures.** Labor Code § 1198
17 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard
18 conditions of labor for employees. The employment of any employee ... under the conditions of
19 labor prohibited by the order is unlawful." Paragraph 15 of the applicable IWC Wage Orders
20 requires the following regarding the temperatures maintained at employers' facilities within
21 California: "(A) The temperature maintained in each work area shall provide reasonable comfort
22 consistent with industry-wide standards for the nature of the process and the work performed..."
23 Defendants also violated the Labor Code and Wage Orders by, upon information and belief, failing
24 to maintain reasonable temperatures throughout Defendants' warehouse and not providing any
25 break areas that were sufficiently cooled. Due to Defendants' faulty air conditioning system,
26 Employees were required to work in excessive heat without respite from the warehouse
27 temperatures.

28 ///

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

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

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

CLASS ACTION ALLEGATIONS

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

31. Plaintiffs seek to represent a Class (or “the Class” or “Class Members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt employees within the State of California.” This includes those employed as maintenance technicians, quality control technicians, and in various related positions at Defendants’ locations, including other employees providing maintenance and

product-related services, and those in similar and related positions. Further, Plaintiffs will seek to represent and certify the putative Classes currently composed of and defined as follows:

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

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

c. Class 3. Meal Period Class. All Class members who were subjected to Defendants' policies and practices regarding meal periods as specifically described herein

d. Class 4. Rest Period Class. All Class members who were subjected to Defendants' policies and practices regarding paid rest periods as specifically described herein.

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

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

g. Class 7. Termination Pay Class. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

h. Class 8. Unauthorized Deductions from Wages Class. All Class members who were subjected to Defendants' policies and practices regarding wage deductions as specifically described herein.

i. Class 9. Expense Reimbursement Class. All Class members who were subjected to Defendants' policies and practices regarding business expense reimbursement as specifically described herein.

///

1 j. Class 10. Failure to Maintain Reasonable Temperature Class. All Class
2 members who, within the applicable limitations period, were required by Defendants to work in
3 areas with temperatures that were not maintained to provide reasonable comfort consistent with
4 applicable standards.

5 k. Class 11. UCL Class. All Class members who are owed restitution as a result
6 of Defendants' business acts and practices, to the extent such acts and practices are found to be
7 unlawful, deceptive, and/or unfair.

8 32. **The Minimum Wage Class, Overtime Class, Meal Period Class, Rest Period**
9 **Class, Wage Statement Class, Failure to Timely Pay Class, Termination Pay Class,**
10 **Unauthorized Deductions from Wages Class, Expense Reimbursement Class, Failure to**
11 **Maintain Reasonable Temperature Class, and UCL Class** are herein collectively referred to as
12 the "Classes."

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

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

22 **A. Numerosity**

23 35. The potential quantity of members of the Class as defined are so numerous that
24 joinder of all the Class members is unfeasible and impracticable. The disposition of the claims of
25 the members of the Classes through this class action will benefit both the parties and this Court. The
26 precise quantity of the members of the Classes is unknown to Plaintiffs at this time. However,
27 Plaintiffs are informed and believe that Defendants employ or, during the time period relevant to
28 this lawsuit employed, at least hundreds of Employees who satisfy the Class definitions within the

1 State of California. Plaintiffs assert that the quantity and identity of such membership is readily
2 ascertainable via inspection of Defendants' employment records.

3 **B. Commonality**

4 36. There are common question of law and fact as to the members of the Classes which
5 predominate over any questions affecting only individual members of the Classes. The common
6 questions are numerous and substantial and flow from Defendants' uniform policies and/or practices
7 of violating the California Labor Code addressed above. As such, these common questions
8 predominate over individual questions concerning each individual Class Member's showing as to
9 his or her eligibility for recovery or as to the amount of damages. These common questions of law
10 and fact include:

- 11 a. Whether Defendants failed to pay Employees minimum wages, including for all
12 hours worked;
- 13 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 14 c. Whether Defendants failed to pay Employees overtime as required under Labor
15 Code § 510;
- 16 d. Whether Defendants violated Labor Code § 1194 by failing to compensate all
17 Employees during the relevant time period for all hours worked, whether regular
18 or overtime;
- 19 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
20 IWC Wage Orders, by failing to provide Employees with requisite meal periods
21 or premium pay in lieu thereof;
- 22 f. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
23 Orders, by failing to authorize and permit Employees to take requisite rest breaks
24 or cooldown periods or provide premium pay in lieu thereof;
- 25 g. Whether Defendants' conduct was willful;
- 26 h. Whether Defendants violated Labor Code § 226(a) by providing Employees with
27 inaccurate wage statements and wage statements that omitted many of the Section
28 226(a) requirements;

- i. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- k. Whether Defendants violated Labor Code § 221;
- l. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- n. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*;
- o. Whether the members of the Classes are entitled to injunctive relief;
- p. Whether the members of the Classes are entitled to restitution;
- q. Whether Defendants are liable for attorneys' fees and costs; and
- r. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

C. Typicality

37. The claims of the named Plaintiffs are typical of the claims of all members of the Classes they seek to represent because all members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiffs' claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break violations that they were required to endure are typical of those of the other members of the Classes.

D. Adequacy of Representation

38. Plaintiffs are adequate representatives of the Classes they seek to represent, will fairly and adequately protect the interests of the members of the Classes, have no interests antagonistic to those members, and will vigorously prosecute this action through attorneys who are competent, skilled, and experienced in litigating matters of this type.

E. Superiority of Class Action

39. The nature of this action and the nature of the laws available to Plaintiffs makes the class action format particularly efficient and the appropriate procedural mechanism to afford relief for the wrongs alleged herein. California has a strong public policy favoring the use of the class action device, especially where it promotes judicial economy and access to justice.

40. By allowing the claims of many individuals to be resolved in a single proceeding, a class action eliminates the possibility of repetitious litigation and provides a meaningful method of redress for claimants whose individual damages may be too small to justify separate lawsuits. This case involves large corporate Defendants and numerous individual Class members asserting relatively small claims that arise from common questions of law and fact.

41. If each member of the Classes was required to file an individual lawsuit, Defendants would gain an unconscionable advantage because Defendants would be able to exploit their vastly superior financial and legal resources and overwhelm the limited resources of each individual member of the Classes. Requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by members of the Classes who would be disinclined to pursue a lawsuit against Defendants because of an appreciable and justifiable fear of retaliation and permanent harm to their lives, careers, and well-being.

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

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

1 substantially impair or impede the ability of the members of the Classes to protect their interests.

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

9 **CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

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

13 **(Against All Defendants)**

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

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

19 47. Labor Code § 1182.12 provides the statewide minimum wage in California.

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

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

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

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

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

- 9 a. Requiring the members of the Minimum Wage Class to engage in off-the-clock
10 work before being allowed to clock in for the start of their shifts;
- 11 b. Requiring the members of the Minimum Wage Class to engage in off-the-clock
12 work-related tasks after clocking out for the end of their shifts; and
- 13 c. Requiring the members of the Minimum Wage Class to engage in off-the-clock
14 work-related tasks during their meal periods;

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

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

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

1 compensation paid and the applicable minimum wage, including interest thereon.

2 56. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code
3 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage
4 Class seek recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and
5 interest thereon.

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

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

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

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY OVERTIME WAGES**

15 **(On Behalf of the Overtime Class)**

16 **(Against All Defendants)**

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

19 61. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in
20 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
21 the rate of no less than one and one-half times the regular rate of pay for any employee."

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

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

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

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

65. Defendants' pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of the Overtime Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums owing.

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

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

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

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS

(On Behalf of the Meal Period Class)

(Against All Defendants)

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

70. Labor Code § 226.7(b) provides that "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational

1 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

2 71. Labor Code § 512 provides that “An employer may not employ an employee for a
3 work period of more than five hours per day without providing the employee with a meal period of
4 not less than 30 minutes, except that if the total work period per day of the employee is no more
5 than six hours, the meal period may be waived by mutual consent of both the employer and
6 employee. An employer may not employ an employee for a work period of more than 10 hours per
7 day without providing the employee with a second meal period of not less than 30 minutes, except
8 that if the total hours worked is no more than 12 hours, the second meal period may be waived by
9 mutual consent of the employer and the employee only if the first meal period was not waived.”

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

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

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

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

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

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

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

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(On Behalf of the Rest Period Class)

(Against All Defendants)

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

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

81. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for

1 any workers in California consistent with the health and welfare of those workers.”

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

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

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

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

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

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

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

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

10 **FIFTH CAUSE OF ACTION**

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

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

13 **(Against All Defendants)**

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

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

24 92. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every employer
25 shall keep accurate information with respect to each employee including the following: (3) Time
26 records showing when the employee begins and ends each work period. Meal periods, split shift
27 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll
28 period and applicable rates of pay....”

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

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

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

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

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

26 98. In addition, the members of the Wage Statement Class have suffered injury as a result
27 of Defendants' failure to maintain accurate records for the members of the Wage Statement Class
28 in that the members of the Wage Statement Class were not timely provided written accurate itemized

1 statements showing all requisite information, including but not limited to total hours worked by the
2 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and
4 the IWC Wage Orders § 7(A), such that the members of the Wage Statement Class were misled by
5 Defendants as to the correct information regarding various items, including but not limited to total
6 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the
7 pay period and the corresponding number of hours worked at each hourly rate.

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

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

22 100. Under Labor Code § 226(e), the members of the Wage Statement Class are entitled
23 to \$50.00 per employee for the initial pay period in which a violation hereunder occurs and \$100.00
24 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of
25 \$4,000.00.

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

28 ///

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

3 **SIXTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 204**
5 **(On Behalf of the Failure to Timely Pay Class)**
6 **(Against All Defendants)**

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

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

18 105. As detailed above, Defendants maintained a consistently applied policy and practice
19 of not paying the members of the Failure to Timely Pay Class all wages earned between the 1st and
20 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the
21 16th and the last day of the month between the 1st and 10th day of the following month. Furthermore,
22 Defendants similarly failed to pay all wages earned by not more than seven calendar days following
23 the close of the payroll period pursuant to Labor Code § 204(d).

24 106. Defendants had a consistent and uniform policy, practice, and procedure of failing to
25 comply with Labor Code § 204 with regard to Plaintiffs and the members of the Failure to Timely
26 Pay Class. Thus Plaintiffs and the members of the Failure to Timely Pay Class are entitled to
27 recovery under Labor Code §§ 204 and/or 210.

28 **SEVENTH CAUSE OF ACTION**

VIOLATION OF LABOR CODE § 203
(On Behalf of the Termination Pay Class)
(Against All Defendants)

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

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

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

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

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

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

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

///

///

///

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

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

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

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

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

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

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

///

///

NINTH CAUSE OF ACTION

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

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

121. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

122. Labor Code § 2804 states in pertinent part, “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

123. As a matter of Defendants’ established company policy, Defendants required the members of the Expense Reimbursement Class to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to the use of personal cell phones for work-related activities, such as communications with management, as required by Defendants. As to Plaintiff BAKIROV, he purchased tools necessary for the furtherance of his work-related duties, such as screwdrivers and spanners, for which he was not reimbursed. As to Plaintiff ORTEGA, she too purchased equipment necessary for the furtherance of her work-related duties, such as steel toe shoes, for which she was not reimbursed. Defendants are legally required to reimburse the members of the Expense Reimbursement Class for all necessary expenditures.

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

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

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

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

TENTH CAUSE OF ACTION

FAILURE TO MAINTAIN TEMPERATURES UNDER THE WAGE ORDERS

(On Behalf of the Failure to Maintain Reasonable Temperature Subclass)

(Against All Defendants)

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

129. Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under labor conditions of labor prohibited by the order is unlawful.” Additionally, paragraph 15 of the applicable IWC Wage Orders requires the following regarding the temperatures maintained at employers facilities within California: “(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed. (B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort... (C) A temperature of not less than 68 degrees shall be maintained in toilet rooms, resting rooms, and change rooms during hours of use. (D) Federal and State energy guidelines shall prevail over any conflicting provision of this section.” (*See, e.g.,* Cal. Code Regs., tit. 8 § 11070(15), Cal. Code Regs., tit. 8, § 11090(15)).

130. Further California Labor Code § 6720 required the California Division of Occupational Safety and Health (“Cal/OSHA”) to propose an indoor heat illness standard by January 1, 2019. Cal/OSH’s draft standard applies its proposed regulations to all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present. At times during the relevant time period Plaintiffs and other similarly situated employees were subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding 82 degrees

Fahrenheit.

131. Under Labor Code §1199: “Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following: (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission...”

132. Defendants violated the Labor Code and Wage order by, upon information and belief, failing to maintain reasonable temperatures throughout Defendants' facilities and instead compelling employees to conduct demanding physical labor in excessively hot work areas. During the relevant time period, as detailed above, Defendants violated Labor Code §§ 1198 and 1199 and paragraph 15 of the IWC Wage Orders by failing to provide Plaintiffs and other Employees with reasonable comfort by maintaining working area temperatures within the range of industry standards by, *inter alia*, providing adequate air conditioning or heat ventilation, etc.

133. These practices and policies resulted in Defendants' failure to maintain temperatures providing reasonable comfort in violation of Labor Code §§ 1198 and 1199 and paragraph 15 of the applicable IWC Wage Orders. Plaintiffs and the Class members may therefore pursue damages and penalties for violations of Labor Code §§ 1198 and 1199 and paragraph 15 of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders, in an amount to be determined at trial.

///

11

///

ELEVENTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*

(On Behalf of the UCL Class)

(Against All Defendants)

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

3 135. Business & Professions Code § 17200 provides, in pertinent part, “unfair competition
4 shall mean and include any unlawful, unfair or fraudulent business act.” Defendants have engaged
5 in unlawful, unfair and fraudulent business acts or practices prohibited by Business & Professions
6 Code § 17200, including those set forth in the preceding and foregoing paragraphs of the complaint,
7 thereby depriving the members of the UCL Class of the minimum working standards and conditions
8 due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

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

12 137. Business & Professions Code § 17205 provides that unless otherwise expressly
13 provided, the remedies or penalties provided for unfair competition “are cumulative to each other
14 and to the remedies or penalties available under all other laws of this state.”

15 138. Defendants have engaged in unfair business practices in California by practicing,
16 employing and utilizing the employment practices outlined in the preceding paragraphs,
17 specifically, by requiring employees to perform the labor services complained of herein without the
18 requisite compensation.

19 139. Defendants’ use of such practices constitutes an unfair business practice and unfair
20 competition and provides an unfair advantage over Defendants’ competitors.

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

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

28 142. Therefore, Plaintiffs requests that the Court issue a preliminary and permanent

injunction prohibiting Defendants from engaging in the foregoing conduct. Furthermore, Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary relief sought.

TWELFTH CAUSE OF ACTION

PENALTIES UNDER LABOR CODE § 2699

(On Behalf of the Aggrieved Employees and the State of California)

(Against All Defendants)

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

144. Plaintiffs and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period. As such, Plaintiffs and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, and 2698 *et seq.*, including as follows:

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

(b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable

1 IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including
2 under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7,
3 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and
4 costs pursuant to Labor Code § 2699(g)(1);

5 (c) Inaccurate Wage Statements: For failure to provide Plaintiffs and the
6 Aggrieved Employees with accurate, itemized wage statements under Labor Code §§ 226, 1174,
7 and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all
8 civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3,
9 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also
10 for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing
11 inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a),
12 Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3,
13 which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount
14 of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand
15 dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

16 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed,
17 including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201,
18 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor
19 Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the
20 applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code §
21 2699(g)(1);

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

1 (f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For
2 Labor Code §§ 212, 2810.5, and any above addressed violation of the applicable provisions of the
3 Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code
4 § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
5 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
6 Labor Code § 2699(g)(1).

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

11 146. Plaintiff BAKIROV has exhausted his administrative remedies by submitting a
12 certified letter to the LWDA and Defendants on June 30, 2026 (LWDA-CM-1187918-26)
13 addressing in detail the specific provisions of the Labor Code Defendants have violated and
14 addressing the facts and legal theories to support the alleged violations and requested penalties. The
15 LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar
16 days of the postmark date of the letter, and Plaintiffs add this claim seeking penalties under the
17 PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.
18 Plaintiff ORTEGA has also submitted a certified letter to the LWDA and Defendants that has been
19 assigned LWDA Case No. (LWDA-CM-1194376-26), and her PAGA claims are included herein.

20 ///

21 147. Further, as of July 11, 2026 (33 calendar days after Plaintiff BAKIROV's LWDA
22 letter was mailed to Defendants via certified mail), Plaintiff BAKIROV has not received from
23 Defendants written notice by certified mail that the alleged violations have been cured, including a
24 description of the actions taken. As such, Plaintiff BAKIROV has complied with Labor Code §
25 2699.3(c) and is authorized along with Plaintiff ORTEGA to commence a civil action that includes
26 a cause of action under Labor Code § 2699.

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

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

9 (b) If upon inspection or investigation the Labor Commissioner determines that
10 a person had paid or caused to be paid a wage for overtime work in violation of any provision of
11 this chapter, or any provision regulating hours and days of work in any order of the Industrial
12 Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing,
13 contesting, and enforcing judgments for citations or civil penalties issued by the Labor
14 Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

15 (c) The civil penalties provided for in this section are in addition to any other
16 civil or criminal penalty provided by law.

17 **RELIEF REQUESTED**

18 WHEREFORE, Plaintiffs pray for the following relief:

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

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

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

1 action, according to proof;

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

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

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

12 7. As to the Sixth Cause of Action for Violation of Labor Code § 204: For recovery of
13 statutory damages as authorized by Labor Code §§ 204 and/or 210;

14 8. As to the Seventh Cause of Action for Violation of Labor Code § 203: For recovery
15 of waiting time penalties for all former Employees of the Termination Class as authorized by Labor
16 Code § 203;

17 9. As to the Eighth Cause of Action for Illegal wage deductions under Labor Code §
18 221: For restitution and damages of all wages unlawfully withheld or deducted in; and applicable
19 penalties under Labor Code § 225.5;

20 ///

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

26 11. As to the Tenth Cause of Action for Failure to Maintain Reasonable Temperature:
27 All available remedies under California law, including civil penalties, statutory penalties, restitution,
28 injunctive and other equitable relief where authorized, prejudgment interest, attorneys' fees and

costs where recoverable, and such other relief as the Court deems just and proper.

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

///

///

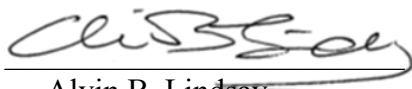
///

1 13. As to the Twelfth Cause of Action for Penalties Under Labor Code § 2699: As
2 applicable, for civil penalties under Labor Code § 2699(f), in addition to and entirely independent
3 and apart from penalties in the Labor Code and for Labor Code violations with or without a specific
4 civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation,
5 and/or \$200 for each aggrieved employee per pay period for each violation that arises from any
6 policy or practice that the LWDA or any court has determined was unlawful, and/or each malicious,
7 fraudulent, or oppressive violation;

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

11
12 DATED: September 8, 2026

D.LAW, INC.

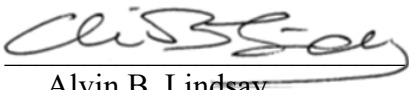
13
14 By: 
15 Alvin B. Lindsay
16 William Tran
17 Nicholas Demirjian
18 Attorneys for Plaintiffs MARAT
19 BAKIROV, ALYSSA N
20 ORTEGA, and all others similarly
21 situated
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiffs MARAT BAKIROV and ALYSSA N ORTEGA hereby demand trial of their claims by jury to the extent authorized by law.

DATED: September 8, 2026

D.LAW, INC.

By: 
Alvin B. Lindsay
William Tran
Nicholas Demirjian
Attorneys for Plaintiffs MARAT
BAKIROV, ALYSSA ORTEGA
and all others similarly situated

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

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

Synear Foods USA, LLC
9601 Canoga Ave.,
Chatsworth, CA 91311

Agent for Service of Process for Syneer Foods USA, LLC
9601 Canoga Ave.,
Chatsworth, CA 91311

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


Sasha Zambrano