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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Sarena Perez, DEPUTY

Attorneys for Plaintiff KENNETH LAVELL BELL,
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

KENNETH LAVELL BELL, an individual,
on behalf of himself and others similarly
situated,

Plaintiff,

vs.

JINGDONG LOGISTICS UNITED STATES
COMPANY, a Delaware stock corporation;
WORKFORCE PERSONNEL, INC., a
California stock corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2620415

CLASS ACTION

Assigned for All Purposes To:

Hon. Donald Alvarez

Dept.: S23

**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. Violation of Labor Code § 245, 246;
10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802;
11. Failure to Maintain Reasonable Work Area Temperatures under the Wage Orders;
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties Under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Complaint Filed: July 10, 2026

Trial Date: None Set

1 Plaintiff KENNETH LAVELL BELL (hereinafter “Plaintiff”), on behalf of himself and
2 other similarly situated non-exempt employees employed by Defendants within the state of
3 California during the relevant time period (collectively, “Employees”; individually, “Employee”),
4 hereby files this Complaint asserting class and individual claims against Defendants JINGDONG
5 LOGISTICS UNITED STATES COMPANY (“JINGDONG”), a Delaware stock corporation;
6 WORKFORCE PERSONNEL, INC. (“WORKFORCE”), a California stock corporation; and DOES
7 1 to 50 (collectively referred to as “Defendants”). Plaintiff is informed and believes, and on the basis
8 of that information and belief, alleges as follows:

9 **INTRODUCTION**

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

14 2. Plaintiff’s action seeks damages including full restitution from Defendants as a result
15 of Defendants’ unlawful, fraudulent, and/or unfair business practices.

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

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

25 **PARTIES**

26 5. Plaintiff is an individual over the age of 18 and is now and/or at all times mentioned
27 in this Complaint was a citizen of the State of California.

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1 6. Plaintiff worked for Defendants as a Cherry Picker Driver from on or around
2 September 2025 through October 2025, performing his job duties competently for Defendants in
3 San Bernardino County.

4 7. Plaintiff seeks recovery herein from Defendants because with regard to Plaintiff,
5 while acting for Defendants in his capacity as an hourly, non-exempt Cherry Picker Driver,
6 Defendants have:

- 7 a. Failed to pay minimum wages;
- 8 b. Failed to pay wages and overtime;
- 9 c. Failed to authorize and permit meal periods;
- 10 d. Failed to authorize and permit rest periods;
- 11 e. Failed to timely furnish accurate itemized wage statements;
- 12 f. Violated Labor Code § 204;
- 13 g. Violated Labor Code § 203;
- 14 h. Taken illegal wage deductions under Labor Code § 221;
- 15 i. Violated Labor Code §§ 245 and 246;
- 16 j. Failed to reimburse necessary business expenses;
- 17 k. Failed to maintain reasonable work area temperatures under the Wage Orders;
- 18 l. Failure to maintain reasonable work area temperatures under the Wage Orders;
- 19 m. Conducted unfair business practices.

20 8. Defendant JINGDONG is a Delaware stock corporation that lists its principal address
21 as 13200 Loop Road, Fontana, California 92337 with the California Secretary of State. They list
22 their type of business as logistics service. JINGDONG was the worksite employer to which Plaintiff
23 was assigned by WORKFORCE to work. Moreover, Plaintiff was required to report to work to the
24 aforementioned address listed with the California Secretary of State.

25 9. Defendant WORKFORCE is a California stock corporation that lists its principal
26 address 2108 N Street, Suite N, Sacramento, California 95816. WORKFORCE was the staffing
27 agency that employed Plaintiff and placed him to work at JINGDONG's facilities in San Bernardino
28 County, among other client employers that jointly employed temporary staffing company employees

1 at their California facilities. Available earnings statements from one of those other employers list
2 “WORKFORCE PERSONNEL INCORPORATED” as the named employer. Upon information and
3 belief, Plaintiff’s wage statements for the time he was placed with JINGDONG also list
4 WORKFORCE as his employer.

5 10. Upon information and belief, Defendant JINGDONG hires Employees either directly
6 or through staffing agencies such as WORKFORCE. Upon information and belief, JINGDONG also
7 maintains control over key aspects of the employment of Plaintiff and the Class members, including
8 controlling their scheduled hours and working conditions, when they receive breaks, and their pay
9 rates, and sets the policies and practices which govern their employment. Although Plaintiff was
10 paid by and received wage statements from WORKFORCE, they were employers of Plaintiff with
11 JINGDONG who jointly controlled the hours worked by Plaintiff and the Class members, including
12 by setting their wage rates and amount of wages paid, and their daily working conditions and the
13 policies and practices that governed their daily employment, just as JINGDONG did for any Class
14 members it hired directly to work in its warehouse locations and for Class members hired through
15 other staffing agencies.

16 11. Additionally, under California Labor Code § 2810.3, JINGDONG shares with
17 WORKFORCE, and any other staffing agency it uses, in civil legal responsibility for all workers
18 supplied to JINGDONG for their collective failure to pay all earned wages. California Labor Code
19 § 2810.3 requires that “A client employer shall share with a labor contractor all civil legal
20 responsibility and civil liability for all workers supplied by that labor contractor for... the payment
21 of wages.” A “labor contractor” (here WORKFORCE,) is defined as “an individual or entity that
22 supplies, either with or without a contract, a client employer with workers to perform labor within
23 the client employer’s usual course of business.” A “Client employer” (here JINGDONG) is defined
24 as “a business entity, regardless of its form, that obtains or is provided workers to perform labor
25 within its usual course of business from a labor contractor.” Upon information and belief,
26 JINGDONG is and has been a client employer within the definition of Labor Code § 2810.3 and
27 shares with WORKFORCE, the labor contractor, all civil legal responsibility and civil liability for
28 failure to pay all wages earned by Plaintiff and the Class Members.

1 12. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint
2 were licensed to do business and/or actually doing business in California. Plaintiff does not know
3 the true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive
4 and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil
5 Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to allege such names
6 and capacities as soon as they are ascertained.

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

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

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

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

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

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

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1 19. Defendants, and each of them, at all times mentioned in this Complaint aided and
2 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
3 causing the damages alleged in this Complaint.

4 **JURISDICTION AND VENUE**

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

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

10 22. The California Superior Court also has jurisdiction in this matter because during their
11 employment with Defendants, Plaintiff and the members of the putative Classes herein were all
12 California citizens and Defendants conduct business activities in California. Further, there is no federal
13 question at issue, as the issues herein are based solely on California statutes and law.

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

18 **SUMMARY OF CLAIMS**

19 24. During Plaintiff's employment with Defendants during the relevant period, he
20 worked as a Cherry Picker Driver at Defendants' jobsite and facilities in San Bernardino County.
21 Plaintiff's job duties included operating a cherry picker to retrieve and transport inventory
22 throughout Defendants' warehouse, replenishing inventory to designated locations, loading and
23 unloading pallets, and other related warehousing, inventory, and material handling duties as directed
24 by Defendants.

25 25. Plaintiff generally worked 35 to 40 hours per week, and five per week. Plaintiff's
26 scheduled hours were generally from 2:00 p.m. to 10:00 p.m. However, Plaintiff was required by
27 Defendants to endure substantial off-the-clock work before and after his scheduled shift hours, and
28 during his meal breaks, and was not paid for all his hours worked at the accurate regular rate and at

1 the correct overtime rates.

2 26. With regard to Plaintiff and the Class Members, Defendants have committed the
3 following violations:

4 a. **Failure to pay minimum wages.** Defendants' policy and practice of requiring
5 systematic off-the-clock work flowed directly from their unlawful policies and timekeeping
6 procedures. Upon entrance into Defendants' warehouse, Plaintiff was required to pass through
7 mandatory security procedures, including wand screening, bag inspections, and additional searches
8 of personal items upon request. Plaintiff was also required to don his protective vest before entering
9 the security checkpoint. After clearing security, and before he was able to clock in, Plaintiff was
10 required to retrieve and prepare his work equipment by ensuring his cherry picker was equipped
11 with a pallet and that he possessed the required safety harness and lanyard before he could begin
12 work. Also, the time clock was located deep in the warehouse, requiring Plaintiff to travel a
13 substantial distance from the facility entrance before he could clock in. Plaintiff was further delayed
14 by lines at the time clocks and Defendants' facial-recognition timekeeping system, which frequently
15 failed to recognize him and required multiple attempts before allowing him to clock in.

16 Additionally, Defendants failed to provide Plaintiff with all legally compliant, uninterrupted,
17 off duty meal periods as required under California Law. Throughout Plaintiff's employment,
18 Defendants exercised control over Plaintiff during his meal periods, resulting in meal periods that
19 were frequently interrupted, shortened, or otherwise noncompliant. Specifically, after clocking out
20 for a meal period, Plaintiff was required to drive his cherry picker to a designated charging area,
21 locate an available charging station, properly secure and charge the equipment, and then exit the
22 charging area and pass through Defendants' mandatory security procedures. These required
23 activities occurred after Plaintiff had clocked out and interrupted and substantially reduced the
24 amount of uninterrupted, duty-free meal period time available to him. Moreover, if Plaintiff left the
25 work area during his meal period, he was required to re-enter the facility through Defendants'
26 mandatory security screening procedures once again before returning to work. Plaintiff was also
27 required to reconfigure his cherry picker by ensuring it was equipped with a pallet, obtain and wear
28 the required safety harness, and travel to Defendants' time clock to clock back in before resuming

1 his duties on the clock. As Defendants strictly required employees to clock out and return to clock
2 back in and pass through security screenings twice within the allotted 30-minute meal period,
3 Plaintiff was compelled to dramatically shorten his meal periods, or forego them altogether, in order
4 to complete these required tasks and return to work on time. Defendants thus committed systematic
5 and daily ongoing Labor Code violations, including failure to provide meal periods and failure to
6 pay wages for all hours worked and while under Defendants' control.

7 Similarly, at the conclusion of each shift, Defendants required Plaintiff to clock out but then
8 continue performing additional work duties. After clocking out, Defendants' managers required
9 Plaintiff to drive his cherry picker to the charging area, locate an available charger, plug in and
10 secure the equipment, and then exit the facility through Defendants' mandatory security procedures,
11 experiencing the same delays that occurred during the pre-shift clock-in process.

12 Thus, Plaintiff worked more hours than he was scheduled and paid for, including hours
13 during his meal and rest breaks, which were consistently interrupted or missed due to heavy work
14 demands. Upon information and belief, other Employees of the Class were subjected to the same
15 policies and practices uniformly applied and implemented by Defendants.

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

26 Therefore, from at least four years prior to the filing of this lawsuit and continuing to the
27 present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
28 worked and failing to pay minimum wages for all time worked. Also, from at least four years prior

1 to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or
2 practice of failing to pay Employees overtime compensation at premium overtime rates for all hours
3 worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours
4 worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding
5 sections of IWC Wage Orders. To the extent Defendants paid any overtime premium wages for any
6 hours worked by Plaintiff and the Class members, they failed to begin paying it when owed due to
7 post-shift off-the-clock work.

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

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

24 Additionally, Defendants would interrupt Plaintiff and the Class Members during their
25 meal periods in order to compel them to complete work tasks on time. To whatever extent there was
26 ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be
27 management and work-related demands to attend to. This, along with the above described off the
28 clock work, led to systematically late, interrupted, shortened, missed, or on-duty meal periods. The

1 excessive workloads, management expectations, and constant job demands also contributed to
2 Plaintiff and the Class Members working through meal periods or not taking them or taking them
3 late so work could be accomplished or they were required to remain under Defendants' control
4 during meal periods. Upon information and belief, to whatever extent Defendants attempt to rely
5 upon alleged meal period waivers, they were either unenforceable and invalid or were otherwise not
6 agreed to by Plaintiff and the Class members.

7 Furthermore, Defendants failed to provide Plaintiff with lawful, uninterrupted, and duty-
8 free meal periods. Defendants required Plaintiff to return to work within a strict 30-minute meal
9 period, yet Plaintiff could not simply resume work at the expiration of that period. Instead, if
10 Plaintiff left the work area, he was required to re-enter the facility through Defendants' mandatory
11 security screening procedures, travel back through the warehouse to his work area, retrieve and
12 prepare his cherry picker by ensuring it was equipped with a pallet, obtain and wear the required
13 safety harness, and then proceed to Defendants' time clock before resuming work. These mandatory,
14 work-related activities consumed a substantial portion of Plaintiff's meal period, leaving him with
15 little, if any, meaningful opportunity to take an uninterrupted, off-duty meal period. As a result,
16 Plaintiff was routinely forced to shorten, interrupt, or altogether forego his meal periods in order to
17 comply with Defendants' requirement that he return to work within the prescribed 30-minute period.

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

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

13 **c. Failure to authorize and permit rest periods.** Defendants failed to authorize
14 and permit Plaintiff and the Class Members to take duty-free, net ten minute rest breaks for every
15 four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class
16 Members were either not authorized permitted the opportunity to take a rest break or were required
17 to remain under Defendants' control and respond to calls and instructions from management and
18 job demands if and when they even attempted to take one. Upon information and belief and given
19 the control they exerted over Plaintiff and the Class members during breaks, Defendants thus also
20 failed to authorize and permit employees to leave the premises during rest breaks, further evidencing
21 Defendants' policy and practice of requiring Plaintiff and the Class Members to remain under their
22 control during required off-duty rest break times.

23 Rest breaks were not scheduled, and during Plaintiff's entire employment with
24 Defendants, Plaintiff was permitted to take his rest breaks only when an unlikely break in his work
25 demands presented an opportunity. Therefore, Plaintiff frequently had to skip out on his legally
26 entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to comply with
27 management and work-related demands, despite being entitled to receive at least two paid, timely,
28 uninterrupted, and duty-free ten minute rest breaks during each of his work shifts.

1 Furthermore, in the event Plaintiff attempted to take a rest break, he was required to
2 perform work-related tasks before he could actually begin resting. This included securing and
3 putting away his work equipment. These mandatory tasks consumed all or a substantial portion of
4 the allotted rest period, depriving Plaintiff of a meaningful opportunity to enjoy a full, uninterrupted,
5 duty-free rest break. As a result, Plaintiff was not relieved of all duties during his rest periods and
6 routinely received less than the net ten minutes of rest required under California Law.

7 Moreover, Defendants prohibited Plaintiff from leaving the premises during his rest
8 breaks by policy, but also by virtue of the time-consuming screening procedures Defendants
9 required Employees to endure to leave and reenter the facility. Plaintiff was therefore forced to
10 remain inside Defendants' warehouse despite the unreasonably hot working conditions and the
11 presence of roaches within the facility. By requiring Plaintiff to remain on the premises under these
12 conditions while simultaneously requiring him to spend his allotted rest period completing work-
13 related tasks, Defendants failed to provide Plaintiff with compliant rest periods.

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

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

1 required to remain on-duty during breaks or portions of their breaks, thus making rest breaks either
2 untimely or shortened and on-duty, and they were also prevented from leaving the premises and
3 otherwise were required to remain under Defendants' control during rest breaks under Defendants'
4 uniformly applied policies and practices. Defendants also failed to pay Employees "premium pay,"
5 i.e., one hour of wages at each Employee's effective regular rate for rest break violations.

6 **d. Failure to timely furnish accurate itemized wage statements.** Defendants have
7 consistently failed to provide Plaintiff and the Class Members with timely, accurate, and itemized
8 wage statements, in writing, as required by California wage-and-hour laws. More specifically,
9 Defendants also failed to provide Plaintiff and the Class Members with complete and accurate wage
10 statements, as those provided failed to show, among other things, the correct wages owed for time
11 worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor
12 Code § 226 provides that every employer shall furnish each of his or her employees with an accurate
13 itemized wage statement in writing showing, among other things, gross wages earned and all
14 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
15 at each hourly rate. The wage statements Defendants provided to Plaintiff and the Class Members
16 failed to list or to accurately list the wage rates or the hours worked at those rates during the pay
17 period which led to the calculated pay listed by Defendants without any further detail. In addition
18 to derivative violations, Defendants also committed facial violations of Labor Code § 226 by
19 providing wage statements to Class Members that failed to show or otherwise list and comply with
20 the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9).

21 Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
22 reporting total hours worked and total wages earned by Plaintiff and the Class Members, along with
23 the appropriate applicable rates, among other requirements. Upon information and belief,
24 Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage
25 Orders by failing to maintain time records showing when the employee begins and ends each work
26 period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours
27 worked by itemizing in wage statements all deductions from payment of wages and accurately
28 reporting total hours worked.

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

10 **f. Violation of Labor Code § 203.** Defendants have followed a uniform and
11 consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees
12 at the time of their termination or within seventy-two (72) hours of their resignation, as required by
13 California wage-and-hour laws. In view of the above addressed violations, Defendants have also
14 failed to pay all wages owed to Plaintiff and the Class members at termination or twice monthly in
15 accordance with the requirements of Labor Code § 201-204.

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

27 **h. Violation of Labor Code §§ 245, 246.** Defendants have followed a uniform and
28 consistent policy of failing to provide Plaintiff and other similarly situated Employees with all paid

1 sick leave required by California law. At all relevant times, Plaintiff and the Class Members were
2 non-exempt employees entitled to accrue and use paid sick leave pursuant to Labor Code § 246.
3 Despite these requirements, Defendants failed to provide Plaintiff and similarly situated Employees
4 with all paid sick leave to which they were entitled. Upon information and belief, Defendants failed
5 to properly accrue, provide, track, and/or permit the use of paid sick leave in accordance with Labor
6 Code §§ 245 and 246.

7 **i. Failure to reimburse necessary business expenses.** From at least four years
8 prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required
9 Plaintiff and the Class Members to incur necessary business expenses in the course of performing
10 their required job duties without reimbursement. These expenses included the maintenance of
11 company provided and mandated uniforms. Plaintiff's wage statements do not reflect
12 reimbursements for these and other such necessary business expenses. Defendants were required to
13 reimburse Plaintiff and the Class Members for all necessary work-related expenditures pursuant to
14 Labor Code § 2802, but they systematically failed to do so.

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

27 **k. Violation of Business & Professions Code § 17200 et seq.** Through their
28 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 Plaintiff and the Class Members. Thus, Plaintiff and the Class Members seek injunctive relief, restitution, and disgorgement of all such benefits pursuant to Business and Professions Code §§ 17200-17208.

1. Additionally, upon information and belief, JINGDONG is and has been a client employer within the definition of Labor Code § 2810.3. Therefore, WORKFORCE, the labor contractors, must share all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and the Class Members with JINGDONG.

27. In light of the foregoing, Plaintiff 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, 245, 246, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, and 2802, 2810.3, Business & Professions Code § 17200 *et seq.*, and California Code of Regulations, Title 8, section 11000 *et seq.*

28. 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 Plaintiff and the Class Members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff 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

29. 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.” Plaintiff brings this suit as a class action under Code of Civil Procedure § 382.

30. Plaintiff seeks 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.”

1 This includes those employed as cherry picker drivers and in various related positions at Defendants'
2 locations, including other employees providing warehousing and logistical services, and those in
3 similar and related positions. Further, Plaintiff will seek to represent and certify the putative Classes
4 currently composed of and defined as follows:

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

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

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

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

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

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

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

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

27 i. Class 9. Sick Pay Class. All Class Members who were subjected to
28 Defendants' policies and practices regarding paid sick leave.

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

8 l. Class 12. UCL Class. All Class members who are owed restitution as a result
9 of Defendants' business acts and practices, to the extent such acts and practices are found to be
10 unlawful, deceptive, and/or unfair.

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

16 32. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
17 the class descriptions with greater particularity or to provide further division into subclasses or
18 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
19 against Defendants, the Class Period should be adjusted accordingly.

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

25 **A. Numerosity**

26 34. The potential quantity of members of the Class as defined are so numerous that
27 joinder of all the Class members is unfeasible and impracticable. The disposition of the claims of
28 the members of the Classes through this class action will benefit both the parties and this Court. The

1 precise quantity of the members of the Classes is unknown to Plaintiff at this time. However,
2 Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this
3 lawsuit employed, at least hundreds of Employees who satisfy the Class definitions within the State
4 of California. Plaintiff asserts that the quantity and identity of such membership is readily
5 ascertainable via inspection of Defendants' employment records.

6 **B. Commonality**

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

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

- 1 h. Whether Defendants violated Labor Code § 226(a) by providing Employees with
2 inaccurate wage statements and wage statements that omitted many of the Section
3 226(a) requirements;
- 4 i. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
5 wages earned at least twice monthly;
- 6 j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
7 wages and compensation due and owing at the time of termination of
8 employment;
- 9 k. Whether Defendants violated Labor Code § 221;
- 10 l. Whether Defendants failed to pay Employees sick pay as required under Labor
11 Code § 245;
- 12 m. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
13 providing employees with all required sick days;
- 14 n. Whether Defendants violated Labor Code § 2802 by failing to reimburse
15 necessary business expenses incurred by Employees;
- 16 o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
17 p. Whether Employees are entitled to equitable relief pursuant to Business and
18 Professions Code § 17200 *et seq.*;
- 19 q. Whether WORKFORCE should share with JINGDONG legal responsibility for
20 all workers placed at the JINGDONG warehouses and facilities under California
21 Labor Code § 2810.3.
- 22 r. Whether the members of the Classes are entitled to injunctive relief;
- 23 s. Whether the members of the Classes are entitled to restitution;
- 24 t. Whether Defendants are liable for attorneys' fees and costs; and
- 25 u. Whether each member of the Classes might be required to ultimately justify an
26 individual claim does not preclude maintenance of a class action.

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1 **C. Typicality**

2 36. The claims of the named Plaintiff are typical of the claims of all members of the
3 Classes he seeks to represent because all members of the Classes sustained injuries and damages
4 arising out of and caused by Defendants' common course of conduct and uniformly applied policies
5 in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein.
6 Plaintiff's claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break
7 violations that he was required to endure are typical of those of the other members of the Classes.

8 **D. Adequacy of Representation**

9 37. Plaintiff is an adequate representative of the Classes he seeks to represent, will fairly
10 and adequately protect the interests of the members of the Classes, has no interests antagonistic to
11 those members, and will vigorously prosecute this action through attorneys who are competent,
12 skilled, and experienced in litigating matters of this type.

13 **E. Superiority of Class Action**

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

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

23 40. If each member of the Classes was required to file an individual lawsuit, Defendants
24 would gain an unconscionable advantage because Defendants would be able to exploit their vastly
25 superior financial and legal resources and overwhelm the limited resources of each individual
26 member of the Classes. Requiring each member of the Classes to pursue an individual remedy would
27 also discourage the assertion of lawful claims by members of the Classes who would be disinclined
28 to pursue a lawsuit against Defendants because of an appreciable and justifiable fear of retaliation

1 and permanent harm to their lives, careers, and well-being.

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

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

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

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

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

5 **(Against All Defendants)**

6 44. Plaintiff incorporates by reference and realleges each and every one of the allegations
7 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

11 46. Labor Code § 1182.12 provides the statewide minimum wage in California.

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

17 48. Further, under Labor Code § 1197, payment of less than the minimum wage fixed by
18 the Labor Commission is unlawful.

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

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

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

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

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

53. Additionally, under California Labor Code § 2810.3, JINGDONG shares with WORKFORCE, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to JINGDONG for their collective failure to pay all earned wages. California Labor Code § 2810.3 requires that "A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for... the payment of wages." A "labor contractor" (here WORKFORCE,) is defined as "an individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business." A "Client employer" (here JINGDONG) is defined as "a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor." Upon information and belief, JINGDONG is and has been a client employer within the definition of Labor Code § 2810.3 and shares with WORKFORCE, the labor contractor, all civil legal responsibility and civil liability for failure to pay all wages earned by Plaintiff and the Class Members. JINGDONG is a joint employer of Plaintiff and some of the Class Members with WORKFORCE, including for the reasons set forth above. JINGDONG also directly hires some Class members, who are subject to similar policies and practices as those Employees placed with JINGDONG by WORKFORCE.

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

5 55. Further, Defendants' pattern and practice in uniform administration of corporate
6 policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage
7 Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to
8 recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full
9 amount of the unpaid minimum wages owed, calculated as the difference between the straight time
10 compensation paid and the applicable minimum wage, including interest thereon.

11 56. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code
12 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage
13 Class seek recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and
14 interest thereon.

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

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

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

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SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(On Behalf of the Overtime Class)
(Against All Defendants)

60. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

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

63. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours 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 Plaintiff and the members of the Overtime Class; and
- b. Scheduled to work and in fact required Plaintiff 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.

1 66. Upon information and belief, JINGDONG is and has been a client employer within
2 the definition of Labor Code § 2810.3 and shares with WORKFORCE, the labor contractors, all
3 civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and the
4 Class Members, including the wages owed for Defendants' failure to pay overtime wages.
5 JINGDONG is a joint employer of Plaintiff and some of the Class Members with WORKFORCE,
6 including for the reasons set forth above. JINGDONG also directly hires some Class members, who
7 are subject to similar policies and practices as those Employees placed with JINGDONG by
8 WORKFORCE.

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

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

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

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS**

18 **(On Behalf of the Meal Period Class)**

19 **(Against All Defendants)**

20 70. Plaintiff incorporates by reference and realleges each and every one of the allegations
21 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

26 72. Labor Code § 512 provides that "An employer may not employ an employee for a
27 work period of more than five hours per day without providing the employee with a meal period of
28 not less than 30 minutes, except that if the total work period per day of the employee is no more

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

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

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

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

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

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

78. 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.” Plaintiff 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.

79. Upon information and belief, JINGDONG is and has been a client employer within the definition of Labor Code § 2810.3. Therefore, WORKFORCE, the labor contractors, must share all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and the Class Members, with JINGDONG, including the premium penalty wages owed for Defendants' failure to provide meal periods.

80. 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)

81. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

82. 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.”

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

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

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

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

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

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

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

1 exerted coercion against the taking of legally protected breaks, and/or forbid members of the Rest
2 Period Class from leaving Defendants' facilities.

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

10 91. Upon information and belief, JINGDONG is and has been a client employer within
11 the definition of Labor Code § 2810.3. Therefore, WORKFORCE, the labor contractors, must share
12 all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and
13 the Class Members, with JINGDONG, including the premium penalty wages owed for Defendants'
14 failure to authorize and permit rest breaks.

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

17 **FIFTH CAUSE OF ACTION**

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

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

20 **(Against All Defendants)**

21 93. Plaintiff incorporates by reference and realleges each and every one of the allegations
22 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

23 94. Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly or
24 at the time of each payment of wages, furnish each of his or her employees, either as a detachable
25 part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid
26 by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
27 earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the
28 inclusive dates of the period for which the employee is paid... (8) the name and address of the legal

1 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
2 and the corresponding number of hours worked at each hourly rate by the employee....”

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

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

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

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

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

26 100. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
27 employee suffers injury if the employer fails to provide accurate and complete information as
28 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot

1 promptly and easily ascertain requisite information without reference to other documents or
2 information. Here, the members of Wage Statement Class suffered injury because, due to
3 Defendants' failure to pay all wages due and owing, Defendants failed to provide accurate and
4 complete information as required by one or more items listed in Labor Code § 226(a)(1)-(9).

5 101. In addition, the members of the Wage Statement Class have suffered injury as a result
6 of Defendants' failure to maintain accurate records for the members of the Wage Statement Class
7 in that the members of the Wage Statement Class were not timely provided written accurate itemized
8 statements showing all requisite information, including but not limited to total hours worked by the
9 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and
11 the IWC Wage Orders § 7(A), such that the members of the Wage Statement Class were misled by
12 Defendants as to the correct information regarding various items, including but not limited to total
13 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the
14 pay period and the corresponding number of hours worked at each hourly rate.

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

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

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

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

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

SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 204

(On Behalf of the Failure to Timely Pay Class)

(Against All Defendants)

106. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

108. As detailed above, Defendants maintained a consistently applied policy and practice of not paying the members of the Failure to Timely Pay Class all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Furthermore, Defendants similarly failed to pay all wages earned by not more than seven calendar days following

1 the close of the payroll period pursuant to Labor Code § 204(d).

2 109. Upon information and belief, JINGDONG is and has been a client employer within
3 the definition of Labor Code § 2810.3. Therefore, WORKFORCE, the labor contractors, must share
4 all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and
5 the Class Members, with JINGDONG, including the premium penalty wages owed for Defendants'
6 failure to pay all wages twice monthly.

7 110. Defendants had a consistent and uniform policy, practice, and procedure of failing to
8 comply with Labor Code § 204 with regard to Plaintiff and the members of the Failure to Timely
9 Pay Class. Thus Plaintiff and the members of the Failure to Timely Pay Class are entitled to recovery
10 under Labor Code §§ 204 and/or 210.

11 **SEVENTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 203**
13 **(On Behalf of the Termination Pay Class)**
14 **(Against All Defendants)**

15 111. Plaintiff incorporates by reference and realleges each and every one of the allegations
16 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

17 112. Labor Code § 203 provides that if an employer willfully fails to pay, without
18 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee
19 who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to
20 30 days from the due date thereof, until paid or until an action therefor is commenced.

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

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

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

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

4 117. Upon information and belief, JINGDONG is and has been a client employer within
5 the definition of Labor Code § 2810.3. Therefore, WORKFORCE, the labor contractors, must share
6 all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and
7 the Class Members, with JINGDONG, including the premium penalty wages owed for Defendants'
8 failure to pay all wages owed at termination or separation.

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

10 **EIGHTH CAUSE OF ACTION**

11 **ILLEGAL WAGE DEDUCTIONS UNDER LABOR CODE § 221**

12 **(On Behalf of the Unauthorized Deduction Class)**

13 **(Against All Defendants)**

14 119. Plaintiff incorporates by reference and realleges each and every one of the allegations
15 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

16 120. Labor Code § 221 states "It shall be unlawful for any employer to collect or receive
17 from an employee any part of wages theretofore paid by said employer to said employee."

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

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

28 ///

123. 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.

124. 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
VIOLATIONS OF LABOR CODE §§ 245, 246
(On Behalf of the Sick Pay Class)
(Against All Defendants)

125. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

126. California Labor Code §245 et seq. requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed to compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(1).

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

128. Labor Code §246(b)(1) states: "an employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to use and accrual limitations set forth in this section." Labor Code § 246 goes on to describe how employers can remain compliant with Labor Code § 246.

129. Labor Code § 246(i) states in pertinent part: "An employer shall provide an employee with written notice that set forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statements

described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited".

130. 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, during the relevant time period:

- a. Administered a uniform company policy and practice as to the pay policies regarding Plaintiff and the members of the Sick Pay Class; and
- b. Failed to provide Plaintiff and the members of the Sick Pay Class paid sick days in a manner that fully complies with Labor Code § 246.

131. Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by the members of the Sick Pay Class, in a civil action, to the extent allowed by law.

132. Therefore, Plaintiff and the Sick Pay Class seek to recover penalties pursuant to Labor Code §§ 245, 246.

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(On Behalf of the Expense Reimbursement Class)

(Against All Defendants)

133. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

134. 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."

135. 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.”

136. 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 maintenance of company provided and mandated uniforms. Defendants are legally required to reimburse the members of the Expense Reimbursement Class for all necessary expenditures.

137. 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.

138. 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.

139. 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.

140. 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.

ELEVENTH CAUSE OF ACTION

FAILURE TO MAINTAIN TEMPERATURES UNDER THE WAGE ORDERS

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

(Against All Defendants)

141. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

142. 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

1 in each work area shall provide reasonable comfort consistent with industry-wide standards for the
2 nature of the process and the work performed. (B) If excessive heat or humidity is created by the
3 work process, the employer shall take all feasible means to reduce such excessive heat or humidity
4 to a degree providing reasonable comfort... (C) A temperature of not less than 68 degrees shall be
5 maintained in toilet rooms, resting rooms, and change rooms during hours of use. (D) Federal and
6 State energy guidelines shall prevail over any conflicting provision of this section.” (See, e.g., Cal.
7 Code Regs., tit. 8 § 11070(15), Cal. Code Regs., tit. 8, § 11090(15)).

8 143. Further California Labor Code § 6720 required the California Division of
9 Occupational Safety and Health (“Cal/OSHA”) to propose an indoor heat illness standard by January
10 1, 2019. Cal/OSH’s draft standard applies its proposed regulations to all indoor work areas where
11 the temperature equals or exceeds 82 degrees Fahrenheit when employees are present. At times
12 during the relevant time period Plaintiff and other similarly situated employees were subjected to
13 excessive heat and/or humidity resulting in temperatures equaling or exceeding 82 degrees
14 Fahrenheit.

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

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

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

7 **TWELFTH CAUSE OF ACTION**

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

9 **(On Behalf of the UCL Class)**

10 **(Against All Defendants)**

11 147. Plaintiff incorporates by reference and realleges each and every one of the allegations
12 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

13 148. Business & Professions Code § 17200 provides, in pertinent part, "unfair competition
14 shall mean and include any unlawful, unfair or fraudulent business act." Defendants have engaged
15 in unlawful, unfair and fraudulent business acts or practices prohibited by Business & Professions
16 Code § 17200, including those set forth in the preceding and foregoing paragraphs of the complaint,
17 thereby depriving the members of the UCL Class of the minimum working standards and conditions
18 due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

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

22 150. Business & Professions Code § 17205 provides that unless otherwise expressly
23 provided, the remedies or penalties provided for unfair competition "are cumulative to each other
24 and to the remedies or penalties available under all other laws of this state."

25 151. Defendants have engaged in unfair business practices in California by practicing,
26 employing and utilizing the employment practices outlined in the preceding paragraphs,
27 specifically, by requiring employees to perform the labor services complained of herein without the
28 requisite compensation.

1 152. Defendants' use of such practices constitutes an unfair business practice and unfair
2 competition and provides an unfair advantage over Defendants' competitors.

3 153. Plaintiff has suffered injury in fact and has lost money or property as a result of such
4 unfair competition.

5 154. Plaintiff seeks full restitution from Defendants, as necessary and according to proof,
6 to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the
7 unfair practices complained of herein. Further, if Defendants are not enjoined from the conduct set
8 forth above, Defendants will continue to practice, employ, and utilize the employment practices
9 outlined in the preceding paragraphs.

10 155. Therefore, Plaintiff requests that the Court issue a preliminary and permanent
11 injunction prohibiting Defendants from engaging in the foregoing conduct. Furthermore, Plaintiff
12 seeks the appointment of a receiver, as necessary, to establish the total monetary relief sought from
13 Defendants.

14 **THIRTEENTH CAUSE OF ACTION**
15 **PENALTIES UNDER LABOR CODE § 2699**
16 **(On Behalf of the Aggrieved Employees)**
17 **(Against All Defendants)**

18 156. Plaintiff incorporates by reference and realleges each and every one of the allegations
19 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

20 157. Plaintiff and the Employees in the Class are also aggrieved employees as defined
21 under Labor Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and
22 either were or are employed by Defendants ("Aggrieved Employees") during the relevant time
23 period. As such, Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698
24 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,
25 including the penalty provisions, without limitation, based, *inter alia*, on the following California
26 Labor Code sections: 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 245, 246,
27 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199,
28 2802, and 2698 *et seq.*, including as follows:

1 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees
2 all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
3 premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and
4 paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and
5 statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198,
6 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code §
7 2699(g)(1);

8 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the
9 Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit
10 them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof,
11 under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable
12 IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including
13 under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7,
14 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and
15 costs pursuant to Labor Code § 2699(g)(1);

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

27 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed,
28 including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201,

203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

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

158. In addition, Plaintiff seeks and is entitled to 65% of all penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and 35% to Plaintiff and all other similarly situated aggrieved employees.

159. Plaintiff has exhausted his administrative remedies by submitting a certified letter to the LWDA and Defendants on July 10, 2026 (LWDA-CM-1190212-26) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

160. Further, as of August 12, 2026 (33 calendar days after Plaintiff's LWDA letter was mailed to Defendants via certified mail), Plaintiffs have not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of the actions taken. As such, Plaintiff has complied with Labor Code § 2699.3(c) and is authorized to commence a civil action that includes a cause of action under Labor Code § 2699.

161. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks the penalties and remedies set forth in Labor Code § 558, which states:

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

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

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

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

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

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

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

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

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

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

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

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

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

10. As to the Ninth Cause of Action for Violation of Labor Code §§ 245, 246: For recovery of penalties pursuant to Labor Code §§ 245, 246.

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

6 12. As to the Eleventh Cause of Action for Failure to Maintain Reasonable Temperature:
7 All available remedies under California law, including civil penalties, statutory penalties, restitution,
8 injunctive and other equitable relief where authorized, prejudgment interest, attorneys' fees and
9 costs where recoverable, and such other relief as the Court deems just and proper.

10 13. As to the Twelfth Cause of Action for Violation of Business & Professions Code §
11 17200 et seq.: For an accounting, under administration of Plaintiff and/or the receiver and subject
12 to Court review, to determine the amount to be returned by Defendants, and the amounts to be
13 refunded to members of the Classes who are owed monies by Defendants; an order requiring
14 Defendants to identify each of the members of the Classes by name, home address, home telephone
15 number and, if available, email address; an order requiring Defendants to make full restitution and
16 payment under California law; an order for a preliminary and/or permanent injunction prohibiting
17 Defendants from engaging in the acts complained of herein; the creation of an administrative process
18 wherein each injured member of the Classes may submit a claim in order to receive his/her money;
19 and all other appropriate injunctive, declaratory and equitable relief;

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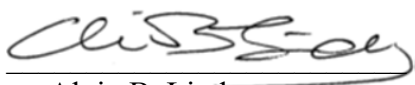
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1 14. As to the Thirteenth Cause of Action for Penalties Under Labor Code § 2699: As
2 applicable, for civil penalties under Labor Code § 2699(f), in addition to and entirely independent
3 and apart from penalties in the Labor Code and for Labor Code 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 15. 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 14, 2026

D.LAW, INC.

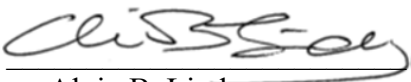
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14 By: 
15 Alvin B. Lindsay
16 William Tran
17 Nicholas Demirjian
18 Attorneys for Plaintiff KENNETH
19 LAVELL BELL and all others
20 similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff KENNETH LAVEL BELL hereby demands trial of his claims by jury to the extent authorized by law.

DATED: September 14, 2026

D.LAW, INC.

By: 

Alvin B. Lindsay

William Tran

Nicholas Demirjian

Attorneys for Plaintiff KENNETH

LAVELL BELL and all others

similarly situated

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