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8 on behalf of the State of California and all Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF RIVERSIDE**

11 OLGA BENITEZ IBARRA, on behalf of the
State of California and all Aggrieved
12 Employees,

13 Plaintiff,

14 v.

15 UNITED FACILITIES, INC., an Illinois
16 Corporation; and DOES 1-100, inclusive,

17 Defendants.

Case No.: **CVRI 2406385**

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, et seq.**

1 Plaintiff, OLGA BENITEZ IBARRA, (“PLAINTIFF” or “PLAINTIFF Ibarra”), on behalf
2 of the State of California and all Aggrieved Employees (as defined below), hereby files this
3 Complaint against Defendants UNITED FACILITIES, INC., an Illinois Corporation; and DOES 1-
4 100, inclusive, (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed and
5 believes and thereon alleges as follows:

6 **INTRODUCTION**

7 1. This is a representative action filed by PLAINTIFF on behalf of all Aggrieved
8 Employees and the State of California against DEFENDANTS, pursuant to California’s Private
9 Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties for
10 DEFENDANTS’ violations of the California Labor Code as alleged below.

11 **JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
13 California statutes, including but not limited to the PAGA, and decisional law and regulations.

14 3. Venue is proper in this judicial district and the County of Riverside pursuant to
15 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
16 this judicial district and conduct alleged by PLAINTIFF herein occurred in this judicial district. *See*
17 *also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a
18 PAGA action is proper in any county where the defendants committed Labor Code violations against
19 some of its employees). Venue is also proper pursuant to section 393 of the California Code of Civil
20 Procedure because the cause, or some part of the cause, arose in the County of Riverside.

21 **THE PARTIES**

22 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
23 California and a citizen of the State of California.

24 5. PLAINTIFF Ibarra is a former employee of DEFENDANTS. PLAINTIFF Ibarra
25 worked for DEFENDANTS as a non-exempt employee with a job title(s) of packager and/or a
26 similar title(s) and/or position(s) from in or around 2015, through in or around 2020, and from in or
27 around June of 2022, through in or around October 2023. PLAINTIFF Ibarra regularly worked at
28 least eight (8) to ten (10) hours per day, at least five (5) days per week. DEFENDANTS paid

1 PLAINTIFF Ibarra an hourly rate for time counted by DEFENDANTS as hours worked.
2 PLAINTIFF Ibarra was assigned by DEFENDANTS to work at including but not limited to,
3 DEFENDANTS' facilities located in Stockton, California.

4 6. Defendant UNITED FACILITIES, INC. is an Illinois Corporation that, at all relevant
5 times, was authorized to do business within the State of California and is doing business in the State
6 of California.

7 7. DEFENDANTS own, operate, manage and/or staff its employees to work at the
8 warehouse distribution centers, logistics warehouses, warehouses, offices, facilities and/or other
9 location(s) in California, including but not limited to, the warehouse distribution centers, logistics
10 warehouses, warehouses, offices, facilities located in including but not limited to the following cities
11 in California: Fontana, California; Perris, California; Stockton, California; and Tracy, California.
12 DEFENDANTS, through its various locations, serve the warehousing and/or logistics industry.¹

13 8. The true names and capacities of the DOE Defendants sued herein as DOES 1
14 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
15 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
16 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
17 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
18 become known.

19 9. PLAINTIFF is further informed and believes that, at all relevant times, each
20 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
21 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
22 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
23 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
24 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
25 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
26 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
27

28 ¹ See <https://unitedfacilities.com/locations>. Last visited on February 21, 2024.

1 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
2 controlled, aided and abetted the conduct of all other Defendants.

3 **JOINT LIABILITY**

4 10. Under California law, the definition of the terms “to employ” are broadly construed
5 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
6 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
7 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
8 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
9 was to reach situations in which multiple entities control different aspects of the employment
10 relationship. Supervision of the work, in the specific sense of exercising control over how services
11 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
12 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
13 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
14 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
15 California, applying a less stringent standard to what constitutes sufficient control by a business
16 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
17 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
18 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
19 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
20 employment,” *Id.* at 875 [emphasis added].

21 11. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and other
22 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
23 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
24 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
25 over wages, hours and working conditions of PLAINTIFF and Aggrieved Employees; (2) suffered
26 or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF
27 and Aggrieved Employees to work for them.

28 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
4
PLAINTIFF’S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

1 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
2 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
3 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
4 policies and practices regardless of the location(s) where they worked. Among other things,
5 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
6 in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control
7 over the day-to-day operations and employment matters, including the power to hire and fire, set
8 schedules, issue employee policies, and determine rates of compensation across its locations in
9 California; (3) DEFENDANTS utilize the same policies and procedures for all California
10 employees, including issuing the same employee handbooks and other form agreements; (4)
11 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
12 employment matters; and, (6) DEFENDANTS share employees.

13 13. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
14 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and Aggrieved
15 Employees upon whose behalf PLAINTIFF brings these allegations and cause of action, in that
16 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'
17 wages, hours and working conditions, and/or suffered or permitted them to work so as to be
18 considered the joint employers of PLAINTIFF and Aggrieved Employees.

19 14. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
20 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
21 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
22 working conditions that were distributed to, and/or applied to PLAINTIFF and Aggrieved
23 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
24 PLAINTIFF and other Aggrieved Employees in a uniform manner. DEFENDANTS collectively
25 represented to PLAINTIFF and other Aggrieved Employees that each was an "at-will" employee of
26 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
27 and other Aggrieved Employees' employment with or without cause. Upon information and belief,
28 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in

1 writing the details of their compensation, and the manner in which they were to take meal and rest
2 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
3 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
4 collectively would evaluate their wage rates.

5 15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
6 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
7 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
8 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
9 PLAINTIFF seeks relief in this Complaint.

10 16. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
11 control over, applied the same policies and practices, and engaged in the same acts and omissions
12 with regard to the other Aggrieved Employees.

13 17. PLAINTIFF is informed and believes and hereon alleges that DEFENDANTS must
14 be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under
15 PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform
16 services from which they benefited, and furthermore that the aforementioned entities had the right
17 to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant
18 times herein, so as to be considered the joint employers of PLAINTIFF.

19 18. By reason of their status as joint employers of PLAINTIFF and Aggrieved
20 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
21 Code and applicable Wage Orders as to all Aggrieved Employees.

22 **PAGA ALLEGATIONS**

23 19. PLAINTIFF brings this action under the PAGA, as a representative action on behalf
24 of the State of California and all Aggrieved Employees, regarding violations of the California Labor
25 Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

26 All current and former non-exempt employees that worked either
27 directly or via a staffing agency for any one or more of the
28 DEFENDANTS at any location in California at any time from one

1 year plus 65 days from the filing of the initial Complaint through the
2 present ("PAGA Period").

3 20. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
4 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
5 limitations period and suffered one or more of the Labor Code violations set forth herein.
6 Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved
7 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

8 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

9 21. PLAINTIFF, on September 3, 2024, through counsel, gave written notice by online
10 filing with the California Labor and Workforce Development Agency ("LWDA") via amendment
11 to the written notice filed with the LWDA, on December 1, 2023, and assigned LWDA Case No.
12 LWDA-CM-997370-23 ("PAGA Notice"). The PAGA Notice informed DEFENDANTS that
13 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged
14 in this Complaint. The PAGA Notice was also sent to DEFENDANTS via certified mail.

15 22. The PAGA Notice outlined PLAINTIFF's claims for violations of the California
16 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
17 Employees.

18 23. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
19 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
20 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
21 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
22 Consequently, PLAINTIFF's right to file the lawsuit has duly accrued.

23 24. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
24 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
25 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

26 **FACTUAL ALLEGATIONS**

27 25. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees
28 worked for DEFENDANTS in the State of California. At all times referenced herein,

1 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees, and suffered and/or
2 permitted them to work.

3 26. PLAINTIFF Ibarra is a former employee of DEFENDANTS. PLAINTIFF Ibarra
4 worked for DEFENDANTS as a non-exempt employee with a job title(s) of packager and/or a
5 similar title(s) and/or position(s) from in or around 2015, through in or around 2020, and from in or
6 around June of 2022, through in or around October 2023. PLAINTIFF Ibarra regularly worked at
7 least eight (8) to ten (10) hours per day, at least five (5) days per week. DEFENDANTS paid
8 PLAINTIFF Ibarra an hourly rate for time counted by DEFENDANTS as hours worked.
9 PLAINTIFF Ibarra was assigned by DEFENDANTS to work at including but not limited to,
10 DEFENDANTS' facilities located in Stockton, California.

11 27. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an
12 hourly basis for time counted by DEFENDANTS as hours worked.

13 28. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
14 PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of
15 minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved
16 Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time
17 rounding policies, and failure to relieve employees of all duties/employer control during unpaid
18 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
19 below.

20 29. Based on information and belief, DEFENDANTS implemented a policy and/or
21 practice of rounding meal period start and end times and/or automatically deducting at least thirty
22 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
23 PLAINTIFF and other Aggrieved Employees were subject to DEFENDANTS' control during
24 purported meal periods and/or were otherwise not afforded lawful meal periods, depriving
25 PLAINTIFF and Aggrieved Employees of all wages owed.

26 30. Based on information and belief, Aggrieved Employees were not paid for all hours
27 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours
28 worked instead of actual time worked, time rounding policies and practices, and/or mandated off-

1 the clock work policies and/or practices.

2 31. For example, based on information and belief, DEFENDANTS required Aggrieved
3 Employees to be at their assigned workstations at the start of a scheduled shift, thereby forcing
4 Aggrieved Employees to gather work-related equipment and/or safety gear, make any necessary
5 adjustments to tools/equipment and/or perform maintenance/cleaning tasks, don work
6 clothing/uniforms and/or protective equipment, and/or complete other work tasks prior to their
7 scheduled shift and/or prior to clocking in/signing in, thereby resulting in pre-shift off-the-clock
8 work.

9 32. Based on information and belief, at times, Aggrieved Employees were required to
10 stand in line behind other employees to access DEFENDANTS' time-keeping system and/or were
11 required to spend time reinitiating DEFENDANTS' time-keeping system before they could clock
12 in for the start of their shifts and/or after completing a purported meal period.

13 33. For example, upon arriving at work, PLAINTIFF Ibarra and other Aggrieved
14 Employees were consistently suffered or permitted to stand in long employee lines to access
15 DEFENDANTS' electronic time-keeping system before PLAINTIFF Ibarra and other Aggrieved
16 Employees could clock in for the start of their shifts each day. This time spent under
17 DEFENDANTS' control, including but not limited to, time spent waiting for other employees to
18 clock in for the start of their shifts, was not compensated, resulting in an average of at least five (5)
19 to seven (7) minutes of uncompensated pre-shift off-the-clock work during most if not all workdays
20 and the underpayment of minimum and overtime wages owed to PLAINTIFF Ibarra and other
21 Aggrieved Employees.

22 34. Moreover, as explained herein, PLAINTIFF Ibarra was consistently required to
23 perform off-the-clock work while clocked out for meal periods. For example, as explained herein,
24 PLAINTIFF Ibarra was consistently required to stand in line behind other employees to access
25 DEFENDANTS' time-keeping system and/or was required to spend time reinitiating
26 DEFENDANTS' time-keeping system before PLAINTIFF Ibarra could clock back in from any meal
27 periods. This time spent under DEFENDANTS' control while clocked out for meal periods was
28 not compensated, including but not limited to, time spent waiting behind other employees, time

1 spent accessing, reinitiating, and/or troubleshooting DEFENDANTS' timekeeping system(s),
2 resulting in DEFENDANTS failure to compensate PLAINTIFF Ibarra for all hours worked and the
3 underpayment of wages owed to PLAINTIFF Ibarra.

4 35. Based on information and belief, Aggrieved Employees were also pressured to
5 complete at least some additional work tasks off-the-clock in order to meet DEFENDANTS' goals
6 and expectations. For example, DEFENDANTS required PLAINTIFF Ibarra to complete off-the-
7 clock work, including but not limited to, off-the-clock work-related trainings and/or courses and/or
8 complete testing(s), including but not limited to, sexual harassment training course(s) and/or quizzes
9 and/or other courses and/or trainings DEFENDANTS required PLAINTIFF Ibarra complete,
10 however, DEFENDANTS did not compensate PLAINTIFF Ibarra at all and/or in full for this off-
11 the-clock work, resulting in DEFENDANTS' failure to compensate PLAINTIFF Ibarra for all hours
12 worked and the underpayment of wages owed to PLAINTIFF Ibarra.

13 36. For example, DEFENDANTS required PLAINTIFF Ibarra to complete a sexual
14 harassment training course and/or review employment policy documents, resulting in at least
15 approximately thirty minutes off-the-clock work and the underpayment of wages owed to
16 PLAINTIFF Ibarra.

17 37. Based on information and belief, Aggrieved Employees were required to complete
18 other off-the-clock work tasks after clocking out for the end of their shifts and/or during
19 uncompensated meal periods, resulting in off-the-clock work and the underpayment of minimum
20 and overtime wages owed to Aggrieved Employees.

21 38. For example, based on information and belief, DEFENDANTS required Aggrieved
22 Employees to clock out for the end of their shifts but to continue working due to the need to
23 return/maintain tools, clean and/or organize their work stations/areas, provide shift status updates
24 and/or debriefings and/or participate in work meetings, respond to work-related communications
25 and/or perform other work tasks off-the-clock, resulting in the underpayment of minimum wages
26 and overtime wages owed to Aggrieved Employees.

27 39. Based on information and belief, DEFENDANTS did not compensate Aggrieved
28 Employees for all time spent donning and doffing personal protective equipment, safety equipment

1 and/or uniforms/work clothing (e.g., gloves, goggles/safety glasses, hard hats/bump caps/safety
2 helmets and/or face masks) during meal periods, before the start of a scheduled shift, and after
3 completing a scheduled shift, resulting in DEFENDANTS' failure to pay Aggrieved Employees for
4 all work time and the underpayment of minimum wages and overtime wages owed to Aggrieved
5 Employees.

6 40. Based on information and belief, at times, DEFENDANTS' electronic employee
7 time-keeping system/app malfunctioned such that Aggrieved Employees were required to either
8 reinitiate and/or otherwise troubleshoot the system prior to being able to clock in and/or were unable
9 to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in off-
10 the-clock work and the underpayment of wages owed to Aggrieved Employees. Based on
11 information and belief, Aggrieved Employees experienced the same issues when clocking out for
12 shifts and/or back in for meal periods. This time spent under DEFENDANTS' control was not
13 recorded and not compensated and resulted in unpaid minimum wages owed to Aggrieved
14 Employees.

15 41. Based on information and belief, Aggrieved Employees were required to undergo
16 security screenings and/or other mandated screenings before and/or after a scheduled shift and/or
17 before or after clocking in/out for work, resulting in pre-shift and/or post-shift off-the-clock work.

18 42. Based on information and belief, DEFENDANTS required Aggrieved Employees to
19 undergo COVID-19 temperature screenings and/or complete questionnaires prior to beginning their
20 scheduled shift and/or prior to clocking/signing in, thereby, resulting in pre-shift off-the-clock work.
21 Based on information and belief, Aggrieved Employees were also pressured to complete at least
22 some additional work tasks off-the-clock in order to meet DEFENDANTS' goals and expectations.

23 43. For example, based on information and belief, Aggrieved Employees were required
24 to complete off-the-clock work outside of scheduled shifts due to including but not limited to, work-
25 related phone calls and/or messages they received to their phones and/or mobile devices and were
26 required to respond to, including but not limited to, communications from supervisors regarding
27 scheduling and/or other work tasks, resulting in the underpayment of wages owed to Aggrieved
28 Employees.

1 44. For example, DEFENDANTS required PLAINTIFF Ibarra to respond to work-
2 related phone calls and/or messages outside of PLAINTIFF Ibarra's scheduled shift times, resulting
3 in DEFENDANTS' failure to compensate PLAINTIFF Ibarra for all hours worked and the
4 consistent underpayment of wages owed to PLAINTIFF Ibarra.

5 45. Based on information and belief, DEFENDANTS failed to pay Aggrieved
6 Employees the applicable minimum wage for the county and/or city within which the Aggrieved
7 Employee worked in California.

8 46. Moreover, based on information and belief, DEFENDANTS failed to pay
9 PLAINTIFF and/or other Aggrieved Employees split shift premium wages when they worked split
10 shifts during the relevant period.

11 47. For example, based on information and belief, at times, DEFENDANTS required
12 PLAINTIFF and/or other Aggrieved Employees to work two separate shifts in the same day. Based
13 on information and belief, DEFENDANTS failed to pay PLAINTIFF and/or other Aggrieved
14 Employees split shift compensation whenever PLAINTIFF's and/or other Aggrieved Employees'
15 work schedules were interrupted by non-paid non-working periods established by DEFENDANTS,
16 which resulted in a violation of the applicable Wage Order (See section 4 of all applicable Wage
17 orders, "When an employee works a split shift, one (1) hour's pay at the minimum wage shall be
18 paid in addition to the minimum wage for that workday...). See, also, Cal. Code Regs. Tit. 8, §
19 11050 (when an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid
20 in addition to the minimum wage for that workday, except when the employee resides at the place
21 of employment). DEFENDANTS also failed to separately itemize these split shift premium wages
22 on PLAINTIFF's and/or other Aggrieved Employees' wage statements, in violation of Labor Code
23 sections 510, 1194 and all applicable IWC Wage Orders. See,
24 https://www.dir.ca.gov/dlse/split_shift.htm. (The employer must itemize the premium payment on
25 the pay stub provided to the employee, and it should be shown as a separate category such as "Split
26 Shift Premium" and should not be lumped into another category such as wages, bonus, etc.
27 DEFENDANTS failed to separately account for the split shift premiums earned by PLAINTIFF
28 and/or other Aggrieved Employees on their wage statements.

1 48. Based on information and belief, DEFENDANTS failed to pay Aggrieved
2 Employees for time they were required to spend completing orientation, policy questionnaires,
3 and/or time spent completing the onboarding process including but not limited to reviewing various
4 documents and policies provided by DEFEDANTS. Based on information and belief, this work time
5 was completed off-the-clock and was not compensated.

6 49. Based in information and belief, DEFENDANTS implemented a time-rounding
7 system that as applied systematically deprived PLAINTIFF and other Aggrieved Employees of
8 compensable time because the time-rounding system implemented by DEFENDANTS would
9 almost always, if not always, result in understating actual compensable work time.

10 50. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
11 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
12 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
13 minimum wages owed to PLAINTIFF and Aggrieved Employees as well as unpaid overtime wages
14 for those Aggrieved Employees who worked more than eight (8) hours in a day and/or more than
15 forty (40) hours in a week.

16 51. Based on information and belief, DEFENDANTS had actual and/or constructive
17 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
18 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
19 underpayment of minimum wages and overtime wages owed to Aggrieved Employees, in violation
20 of California's minimum and overtime wage laws.

21 52. Based on information and belief, DEFENDANTS failed and continue to fail to pay
22 Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours
23 per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in
24 a work week, in violation of California's overtime laws.

25 53. Based on information and belief, DEFENDANTS failed to incorporate all non-
26 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
27 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used
28 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime

1 wages owed to PLAINTIFF and other Aggrieved Employees.

2 54. Additionally, DEFENDANTS also violated California's overtime laws as to those
3 Aggrieved Employees, including PLAINTIFF that were subject to an Alternative Workweek
4 Schedule (AWS).

5 55. Based on information and belief, DEFENDANTS adopted an Alternative Workweek
6 Schedule (AWS) during the relevant period that was an unlawful AWS as it was not properly elected
7 and/or implemented in accordance with the requirements of California law and/or DEFENDANTS
8 failed to comply with the AWS, and as such, DEFENDANTS violated California's overtime laws,
9 including but not limited to, Labor Code sections 510, 511, the applicable Wage Order, and Labor
10 Code section 1198. For example, based on information and belief, there is no record of an AWS
11 election for PLAINTIFF's assigned workplace. Based on information and belief, DEFENDANTS
12 failed to properly adopt an AWS in accordance with Labor Code section 511 and 1199, and the
13 applicable Wage Order:

14 56. (C) Election Procedures Election procedures for the adoption and repeal of
15 alternative workweek schedules require the following: (1) Each proposal for an alternative
16 workweek schedule shall be in the form of a written agreement proposed by the employer. The
17 proposed agreement must designate a regularly scheduled alternative workweek in which the
18 specified number of workdays and work hours are regularly recurring. The actual days worked
19 within that alternative workweek schedule need not be specified. The employer may propose a single
20 work schedule that would become the standard schedule for workers in the work unit, or a menu of
21 work schedule options, from which each employee in the unit would be entitled to choose. If the
22 employer proposes a menu of work schedule options, the employee may, with the approval of the
23 employer, move from one menu option to another. (2) In order to be valid, the proposed alternative
24 workweek schedule must be adopted in a secret ballot election, before the performance of work, by
25 at least a two-thirds (2/3) vote of the affected employees in the work unit. The election shall be held
26 during regular working hours at the employees' work site. For purposes of this subsection, "affected
27 employees in the work unit" may include all employees in a readily identifiable work unit, such as
28 a division, a department, a job classification, a shift, a separate physical location, or a recognized

1 subdivision of any such work unit. A work unit may consist of an individual employee as long as
2 the criteria for an identifiable work unit in this subsection is met. (3) Prior to the secret ballot vote,
3 any employer who proposed to institute an alternative workweek schedule shall have made a
4 disclosure in writing to the affected employees, including the effects of the proposed arrangement
5 on the employees' wages, hours, and benefits. Such a disclosure shall include meeting(s), duly
6 noticed, held at least 14 days prior to voting, for the specific purpose of discussing the effects of the
7 alternative workweek schedule. An employer shall provide that disclosure in a non- English
8 language, as well as in English, if at least five (5) percent of the affected employees primarily speak
9 that non-English language. The employer shall mail the written disclosure to employees who do not
10 attend the meeting. Failure to comply with this paragraph shall make the election null and void. (4)
11 Any election to establish or repeal an alternative workweek schedule shall be held at the work site
12 of the affected employees. The employer shall bear the costs of conducting any election held
13 pursuant to this section. Upon a complaint by an affected employee, and after an investigation by
14 the Labor Commissioner, the Labor Commissioner may require the employer to select a neutral
15 third party to conduct the election. (5) Any type of alternative workweek schedule that is authorized
16 by the Labor Code may be repealed by the affected employees. Upon a petition of one-third (1/3)
17 of the affected employees, a new secret ballot election shall be held and a two-thirds (2/3) vote of
18 the affected employees shall be required to reverse the alternative workweek schedule. The election
19 to repeal the alternative workweek schedule shall be held not more than 30 days after the petition is
20 submitted to the employer, except that the election shall be held not less than 12 months after the
21 date that the same group of employees voted in an election held to adopt or repeal an alternative
22 workweek schedule. The election shall take place during regular working hours at the employees'
23 work site. If the alternative workweek schedule is revoked, the employer shall comply within 60
24 days. Upon proper showing of undue hardship, the Division of Labor Standards Enforcement may
25 grant an extension of time for compliance. (6) Only secret ballots may be cast by affected employees
26 in the work unit at any election held pursuant to this section. The results of any election conducted
27 pursuant to this section shall be reported by the employer to the Office of Policy, Research and
28 Legislation within 30 days after the results are final, and the report of election results shall be a

1 public document. The report shall include the final tally of the vote, the size of the unit, and the
2 nature of the business of the employer. (7) Employees affected by a change in the work hours
3 resulting from the adoption of an alternative workweek schedule may not be required to work those
4 new work hours for at least 30 days after the announcement of the final results of the election. (8)
5 Employers shall not intimidate or coerce employees to vote either in support of or in opposition to
6 a proposed alternative workweek.

7 57. No employees shall be discharged or discriminated against for expressing opinions
8 concerning the alternative workweek election or for opposing or supporting its adoption or repeal.
9 However, nothing in this section shall prohibit an employer from expressing his/her position
10 concerning that alternative workweek to the affected employees. A violation of this paragraph shall
11 be subject to Labor Code § 98 *et seq.*

12 58. On information and belief, PLAINTIFF alleges that DEFENDANTS failed to
13 comply with the above procedures, and thus, failed to properly institute an alternative workweek for
14 the purpose of obtaining a lawful exemption from overtime premiums for its mandated 10-hour/4-
15 day schedule. Based on information and belief, DEFENDANTS also failed to report the results to
16 the Office of Policy, Research, and Legislation, or the DLSE, within thirty after the purported
17 election results, and thus, violated Labor Code §§ 511, 1199, and the Applicable Wage Orders. This
18 conduct results in violations of Labor Code §§ 510, 511, and 1198- 1199, and the Applicable Wage
19 Orders. These violations subject employer to civil penalties under Labor Code §§ 558 and 2699,
20 and All Applicable Wage Orders. Each violation of each Labor Code section and Wage Order
21 provision results in a separate civil penalty, for each Aggrieved Employee, for each pay period
22 during which the referenced statutes and Wage Order provisions were violated.

23 59. Moreover, to the extent there was an AWS that was properly adopted,
24 DEFENDANTS violated California's overtime laws as to Aggrieved Employees that were subject
25 to an Alternative Workweek Schedule (AWS) but were required to work shifts shorter than the
26 agreed upon AWS. Under the relevant Wage Order, "If an employer... requires an [AWS] employee
27 to work fewer hours than those that are regularly scheduled by the agreement, the employer shall
28 pay the employee overtime compensation at a rate of one and one-half (1 ½) times the employee's

1 regular rate of pay for all hours worked in excess of eight (8) hours... for the day the employee is
2 required to work the reduced hours.” See Section 3 of all applicable Wage Orders. Based on
3 information and belief, at times during Aggrieved Employees’ respective employments by
4 DEFENDANTS, Aggrieved Employees worked subject to an alternative work week schedule.

5 60. Based on information and belief, at times, Aggrieved Employees that were subject
6 to an AWS, were sent home early and/or worked less hours than those that were scheduled under
7 the AWS. On such shortened shifts, Aggrieved Employees were entitled to overtime pay at 1.5 times
8 the regular rate of pay after the first eight hours of work. Instead, DEFENDANTS paid Aggrieved
9 Employees their base rate for all hours worked on the shortened shift(s) in violation of the alternative
10 workweek schedule, and in violation of California Labor Code section 510, the applicable Wage
11 Order, and Labor Code section 1198. As such, Aggrieved Employees that were subject to an AWS
12 were also deprived of all owed overtime wages when required to work shortened shifts.

13 61. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
14 worked shifts of at least five and one-half hours or more, entitling them to at least one meal period.
15 However, PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty
16 (30) minute first and second meal periods. Based on information and belief, Aggrieved Employees
17 were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often
18 being forced to take late meal periods, interrupted meal periods, and/or work through part or all their
19 meal periods due to understaffing, the nature and constraints of their job duties and/or commentary
20 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
21 completely.

22 62. For example, based on information and belief, Aggrieved Employees were forced to
23 take late meal periods in order to complete assigned job duties.

24 63. Based on information and belief, Aggrieved Employees were at times interrupted
25 during purported meal periods and/or had meal periods cut short and/or restricted to
26 DEFENDANTS' premises due to the need to continue assigned job duties.

27 64. For example, PLAINTIFF Ibarra was consistently suffered, permitted and/or
28 required to cut PLAINTIFF’s meal periods short by at least approximately five (5) minutes each

1 workday as DEFENDANTS required to be back at PLAINTIFF Ibarra's workstation at the end of
2 PLAINTIFF's thirty-minute meal period but was first required to wait in line behind other
3 employees to access DEFENDANTS' timekeeping system so she could clock back in from any meal
4 period, resulting in consistently shortened, on-duty and/or otherwise legally non-compliant meal
5 periods.

6 65. Also, per DEFENDANTS' unlawful meal period policies and practices, PLAINTIFF
7 was not provided with any version of a second meal period on shifts lasting longer than ten (10)
8 and/or twelve (12) hours.

9 66. Based on information and belief, other Aggrieved Employees were consistently
10 suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods
11 interrupted, cut short, and/or otherwise on duty due to commentary from supervisors, understaffing,
12 the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and
13 expectations.

14 67. Based on information and belief, DEFENDANTS implemented policies and/or
15 practices that failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control
16 during unpaid meal periods.

17 68. Based on information and belief, DEFENDANTS required Aggrieved Employees to
18 complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take
19 into account when scheduling meal periods for Aggrieved Employees. Based on information and
20 belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

21 69. Based on information and belief, despite DEFENDANTS' failure to provide lawful
22 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
23 times of PLAINTIFF's and other Aggrieved Employees' meal periods and/or automatically
24 deducting at least thirty minutes per shift for missed, on-duty, and/or otherwise unlawful meal
25 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Aggrieved
26 Employees did not receive lawful meal periods.

27 70. Moreover, based on information and belief, Aggrieved Employees who worked shifts
28 of more than ten hours did not receive a second legally compliant thirty (30) minute meal period.

1 71. For example, as explained above, when PLAINTIFF worked more than ten (10)
2 and/or twelve (12) hours in a shift, PLAINTIFF was not provided with any version of a second meal
3 period.

4 72. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
5 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further
6 information and belief, DEFENDANTS did not have a compliant written meal period policy, nor
7 did DEFENDANTS have any sort of compliant policy in practice.

8 73. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
9 records of the true start and end times of PLAINTIFF's and Aggrieved Employees' meal periods.
10 Based on information and belief, to the extent meal periods were recorded, DEFENDANTS illegally
11 rounded the start and end times of purported meal periods resulting in PLAINTIFF and other
12 Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal
13 periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

14 74. Based on information and belief, DEFENDANTS had actual and/or constructive
15 knowledge that its policies and practices resulted in the denial of timely uninterrupted meal periods
16 that were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees, in
17 violation of California's meal period laws.

18 75. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
19 additional hour of wages at their respective regular rates of compensation for each workday a lawful
20 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
21 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
22 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,
23 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or
24 compensation for purposes of calculating the owed meal period premium.

25 76. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
26 PLAINTIFF and other Aggrieved Employees with legally compliant rest periods at a rate of every
27 four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the
28 middle of the work period, as required by law.

1 77. PLAINTIFF and other Aggrieved Employees were not adequately informed,
2 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California
3 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to
4 the taking or timing of duty-free rest periods.

5 78. Based on information and belief, DEFENDANTS did not have a have a compliant
6 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
7 practice.

8 79. For example, based on information and belief, Aggrieved Employees were at times
9 unable to take compliant rest periods due to their need to complete assigned job duties and/or were
10 unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods
11 restricted to DEFENDANTS' premises.

12 80. Based on information and belief, DEFENDANTS failed to authorize and permit rest
13 periods that were a "net" ten minutes in a suitable rest area, and instead, to the extent rest periods
14 were provided, DEFENDANTS limited Aggrieved Employees to only ten-minute rest periods,
15 requiring them to be back at their workstations within ten minutes of leaving their workstations, in
16 violation of California rest period law.

17 81. Based on information and belief, any purported rest periods were interrupted, cut
18 short, on duty, restricted to premises, and/or late due to understaffing, the nature and constraints of
19 their job duties, and/or commentary from supervisors pressuring them to skip rest periods
20 completely and/or take non-compliant rest periods.

21 82. Moreover, based on information and belief, DEFENDANTS failed to provide any
22 form of a third rest period on shifts lasting longer than ten hours.

23 83. Based on information and belief, DEFENDANTS implemented policies and/or
24 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
25 DEFENDANTS' control during rest periods.

26 84. Based on information and belief, Aggrieved Employees were pressured to complete
27 their work duties according to a designated schedule such that rest periods were only taken once
28 tasks were completed, and/or as time permitted.

1 85. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
2 which PLAINTIFF and other Aggrieved Employees experienced a missed/unlawful rest period in
3 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
4 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
5 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
6 shift differential pay, and/or other non-discretionary compensation into the regular rate of
7 compensation for purposes of calculating the owed rest period premium.

8 86. **Failure to Provide Suitable Resting Facilities.** Per section 13 of all applicable IWC
9 Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the
10 Wage Orders provides: “Suitable resting facilities shall be provided in an area separate from the
11 toilet rooms and shall be available to employees during work hours.”

12 87. DEFENDANTS’ locations/facilities are generally similar in layout and design, and
13 there was, and continues to be, space that allows for a resting facility that employees may use to
14 cease work and recover during meal or rest periods. DEFENDANTS could have provided Aggrieved
15 Employees with a resting facility within DEFENDANTS’ facilities/locations with reasonable or no
16 modification, but instead denied and continues to deny, employees with suitable areas to rest (e.g. a
17 breakroom). As a result, Aggrieved Employees were forced to adjust to areas not conducive to
18 resting, including but not limited to leaning up against the wall, or search for facilities outside of
19 DEFENDANTS’ premises which are not designated or reserved for their rest, such as their personal
20 vehicles.

21 88. DEFENDANTS did not provide Aggrieved Employees with suitable resting facilities
22 during their hours of work, particularly during meal and/or rest periods.

23 89. DEFENDANTS’ failure to provide suitable resting facilities to Aggrieved
24 Employees violated and continue to violate the applicable Wage Order, section 13(B) and the
25 California Labor Code, including but not limited to section 1198.

26 90. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
27 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
28 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved

1 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
2 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
3 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
4 applicable hourly rates in effect during the pay period and the corresponding number of hours
5 worked at each hourly rate by the employee.

6 91. DEFENDANTS issued wage statements to PLAINTIFF and other Aggrieved
7 Employees that also failed to indicate the earned gross and net wages earned during the pay period,
8 the correct applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF
9 and Aggrieved Employees (by virtue of rounded time entries, automatic deduction for meal
10 periods/failure to relieve Aggrieved Employees of all duties and employer control during unpaid
11 meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or
12 other off-the-clock work policies and practices described above) which results in a violation of
13 Labor Code section 226(a).

14 92. Separately, and independent of the above allegations, based on information and
15 belief, DEFENDANTS issued wage statements to Aggrieved Employees that failed to list the total
16 hours worked, in violation of including but not limited to, Labor Code section 226(a)(2).

17 93. Based on information and belief, wage statements issued by DEFENDANTS failed
18 to list all applicable hourly rates in effect during the pay period and the corresponding number of
19 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
20 Code section 226(a)(9).

21 94. For example, based on information and belief, wage statements issued by
22 DEFENDANTS failed to list all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the employee, in violation of Labor
24 Code section 226(a)(9) due to DEFENDANTS' failure to list an overtime rate category at all and/or
25 failure to list a category containing the proper overtime rate.

26 95. Moreover, based on information and belief, DEFENDANTS issued wage statements
27 to PLAINTIFF and Aggrieved Employees that further violate Labor Code section 226(a), by among
28 other things, failing to list the correct name and/or address of the legal entity that is the employer,

1 in violation of Labor Code section 226(a)(8).

2 96. Based on information and belief, wage statements issued by DEFENDANTS failed
3 to list the inclusive dates of the pay period for which the Class Member is being paid.

4 97. For example, based on information and belief, wage statements issued by
5 DEFENDANTS failed to list the inclusive dates of the pay period for which the Aggrieved
6 Employee is being paid. For example, based on information and belief, at times, DEFENDANTS
7 issued wage statements to Aggrieved Employees containing payment for hours worked during
8 previous pay periods, yet DEFENDANTS' wage statements do not include the inclusive dates of
9 the accurate pay period for that retroactive pay, further failing to list the total hours worked for the
10 pay period, including but not limited to, the total hours worked for the pay period the retroactive
11 pay corresponds with.

12 98. For example, based on information and belief, at times, DEFENDANTS issued wage
13 statement(s) to Aggrieved Employees that list a category for "Retro" pay without including the
14 inclusive dates of the accurate pay period for that "Retro" pay, further failing to list the total hours
15 worked for the pay period, including but not limited to, the total hours worked for the pay period
16 the retroactive pay corresponds with, in violation of including but not limited to, Labor Code section
17 226(a)(2) and/or Labor Code section 226(a)(6).

18 99. As such, DEFENDANTS' issued wage statements to Aggrieved Employees that did
19 not include all of the statutorily required information, including but not limited to, the correct name
20 and/or address of the legal entity that is the employer.

21 100. Based on further information and belief, DEFENDANTS issued wage statements to
22 Aggrieved Employees that failed to list the accurate total hours worked whenever shift differential
23 wages were paid in violation of Labor Code section 226.

24 101. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
25 Employees that were not accurate and did not include all of the statutorily required information. As
26 such, DEFENDANTS violated Labor Code section 226.

27 102. **Unlawful Deductions.** Labor Code section 221 prohibits an employer from
28 "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer

1 to said employee.” Based on information and belief DEFENDANTS made unlawful deductions
2 from Aggrieved Employees paychecks during the relevant period including but not limited to,
3 business costs and/or deducting wages for purported overpayments from previous pay periods
4 and/or unlawfully deducting wages for negligently damaged property and/or other unlawful
5 deductions from Aggrieved Employees’ earned wages. Such a practice is in violation of including
6 but not limited to, Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties
7 under Labor Code Section 2699.

8 103. **Inaccurate Records.** Based on the above-described unlawful policies and practices,
9 DEFENDANTS failed and continue to fail, to keep accurate and complete payroll records as
10 required by Labor Code sections 1174, 1198, 1199, and section 7 of all applicable Wage Orders.
11 DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as
12 required by law, including but not limited to the following records: total daily hours worked,
13 applicable rates of pay, time records showing when PLAINTIFF and other Aggrieved Employees
14 began and ended each work period, time records of meal periods, and accurate itemized wage
15 statements.

16 104. DEFENDANTS have failed and continue to fail to keep accurate and complete
17 records showing total hours worked by virtue of DEFENDANTS’ time rounding, automatic meal
18 period deductions, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and
19 employer control during unpaid meal periods, failure to record the true start and end times of meal
20 periods, shift start times and shift end times, and other off-the-clock work policies and practices
21 described herein.

22 105. **Violation of Labor Code Sections 2100-2112.** Based on information and belief,
23 DEFENDANTS had/have a policy and practice of failing to provide Aggrieved Employees, upon
24 hire, with a written description of each quota they are subject to (e.g., quantified number of tasks to
25 be performed or materials to be handled) within a defined period of time and any potential adverse
26 employment action that may result from failure to meet the quota. Based on further information and
27 belief, DEFENDANTS had/have a policy and practice of subjecting Aggrieved Employees to quotas
28 that prevented those Aggrieved Employees from taking their meal and rest periods and/or using

1 bathroom facilities and/or interfered with compliance of California's occupational health and safety
2 laws.

3 106. **Unreimbursed Business Expenses.** Based on information and belief,
4 DEFENDANTS required PLAINTIFF and other Aggrieved Employees to incur business expenses
5 as a direct consequence of the performance of their job duties without providing reimbursement, in
6 violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and other
7 Aggrieved Employees were improperly required to provide and maintain work tools that are
8 supposed to be the responsibility of the employer.

9 107. Based on information and belief, DEFENDANTS shifted the costs of doing business
10 onto Aggrieved Employees by requiring them to pay for business expenses, including but not limited
11 to, uniforms/work clothing/work shoes/personal protective/safety gear and the use of Aggrieved
12 Employees' personal cell phones/mobile devices, internet and/or data usage for work-related
13 purposes, including but not limited to, to receive and respond to work-related messages and/or phone
14 calls.

15 108. For example, DEFENDANTS required PLAINTIFF Ibarra to use her personal
16 computer/internet to complete work-related tasks, including without limitation, completing a sexual
17 harassment training course for work, however, DEFENDANTS failed to provide PLAINTIFF
18 Ibarra with any and/or full reimbursement for the business expenses PLAINTIFF Ibarra incurred in
19 connection with being required to use her personal computer/devices/internet/electricity/other
20 utilities for work, including but not limited to, increased data plan charges.

21 109. Also, based on information and belief, Aggrieved Employees were required to
22 receive and respond to work-related calls and/or messages from supervisors and/or other Aggrieved
23 Employees regarding scheduling and/or other work tasks but were not reimbursed by
24 DEFENDANTS at all and/or in full for these business expenses.

25 110. For example, DEFENDANTS required PLAINTIFF Ibarra to use her personal cell
26 phone /personal device to carry out her assigned job duties, including but not limited to, for
27 sending/making and/or receiving/responding to work-related messages and/or calls, however,
28 DEFENDANTS did not provide PLAINTIFF Ibarra with any and/or full reimbursement for these

1 business expenses incurred as a result of being required to use her personal cell phone/mobile device
2 for work, including but not limited to, increased data plan charges.

3 111. Based on information and belief, Aggrieved Employees were not reimbursed for the
4 cost of purchasing and/or maintaining their own hand tools and/or equipment required to perform
5 their assigned job duties and/or for the costs of purchasing and/or maintaining work
6 uniforms/clothing/shoes and/or protective gear (e.g., gloves and/or face masks).

7 112. For example, DEFENDANTS required PLAINTIFF to supply his own protective
8 equipment / safety gear/uniforms/work clothing/work shoes, including without limitation, face
9 masks and/or other protective equipment / safety gear/uniforms/work clothing/work shoes
10 DEFENDANTS required PLAINTIFF wear for work, however, DEFENDANTS did not provide
11 any and/or full reimbursement for these business expenses.

12 113. Based on information and belief, at times, Aggrieved Employees were not
13 reimbursed for the business use of their personal vehicles, including mileage, wear and tear and/or
14 cost of fuel when they were required to drive around and/or between job sites, and/or otherwise use
15 their personal vehicles in carrying out the duties assigned by DEFENDANTS. As such,
16 DEFENDANTS failed to compensate Aggrieved Employees at the legally mandated Internal
17 Revenue Service (IRS) per mile compensation rates in effect during the relevant period.

18 114. As explained above, based on information and belief, Aggrieved Employees were
19 not reimbursed for the cost of using their personal phone for work-related purposes and/or the cost
20 of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal
21 protective/safety gear.

22 115. Based on information and belief, DEFENDANTS regularly failed to reimburse and
23 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section
24 2802, PLAINTIFF and Aggrieved Employees were entitled to be reimbursed for all reasonable
25 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties
26 assigned by DEFENDANTS.

27 116. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
28 for all reasonable expenses associated with carrying out their duties required that Aggrieved

1 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
2 2802.

3 117. **Reporting Time Pay Violations.** Section 5 of all applicable IWC Wage Orders,
4 provides as follows:

5 118. (A) Each workday an employee is required to report for work and does report, but is
6 not put to work or is furnished less than half said employee's usual or scheduled day's work, the
7 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
8 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
9 than the minimum wage. (B) If an employee is required to report for work a second time in any one
10 workday and is furnished less than two (2) hours of work on the second reporting said employee
11 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
12 minimum wage.

13 119. Aggrieved Employees were not paid reporting time wages in accordance with
14 California law, including but not limited to the applicable IWC Wage Order. For example, based on
15 information and belief, at times, Aggrieved Employees reported to work for a scheduled shift but
16 were sent home and/or were not put to work and were not paid all owed reporting time pay wages
17 in accordance with California law.

18 120. Based on information and belief, DEFENDANTS have a policy and practice of
19 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
20 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
21 pay all reporting time wages to Aggrieved Employees violated and continues to violate the
22 applicable Wage Order, and the California Labor Code, including but not limited to section 1198.

23 121. **Violation of California Day of Rest Law.** Under California law, every employee
24 in California is "entitled" to "one day's rest [from labor] in seven"; and, no employer may "cause"
25 its employees "to work more than six days in seven." *See* Labor Code Sections 551 and 552. Labor
26 Code section 553 provides that a violation of the foregoing sections is a misdemeanor.

27 122. Based on information and belief, DEFENDANTS have and continue to have a
28 uniform policy and practice of requiring Aggrieved Employees to work at least seven days

1 consecutively in a workweek, in violation of including but not limited to, Labor Code Section
2 551. Based on information and belief, PLAINTIFF and/or other Aggrieved Employees were
3 suffered, permitted, or required to work at least seven (7) days consecutively in a workweek, in
4 violation of California law, including but not limited to Labor Code Section 551.

5 123. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
6 to provide proper paid sick leave to PLAINTIFF and other Aggrieved Employees. DEFENDANTS
7 either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the
8 sick leave rate of pay owed to PLAINTIFF and other Aggrieved Employees by failing to base the
9 accrued sick leave hours on the correct number of hours worked (as a result of the
10 rounding/automatic deduction policies and practices for meal periods and/or shift start and end
11 times/other required off-the-clock work including but not limited to unpaid meal periods) and by
12 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but
13 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
14 compensation into the sick leave pay rate calculation.

15 124. Upon information and belief, DEFENDANTS further failed to place PLAINTIFF
16 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
17 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,
18 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to
19 PLAINTIFF and other Aggrieved Employees on their wage statements or other written statement.
20 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of
21 used sick leave and the balance of paid sick leave.

22 125. Based on information and belief, throughout the relevant time period,
23 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFF and
24 all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for
25 this failure, PLAINTIFF and all Aggrieved Employees would have used their paid sick leave at least
26 prior to their respective separations, for as on several occasions thereafter, he or she would have
27 been entitled to use the banked sick leave and earn appropriate compensation.

28 126. Upon information and belief, DEFENDANTS failed and continue to fail to comply
28
PLAINTIFF'S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

1 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
2 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
3 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
4 wages.

5 127. As such, DEFENDANTS have violated California's paid sick leave laws and
6 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as
7 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These
8 unlawful practices and policies violate Labor Code sections 245-248.5.

9 128. **Seating Violations.** Per section 14(A-B) of all applicable IWC Wage Orders,
10 employees shall be provided with suitable seats when the nature of the work reasonably permits the
11 use of seats and when they are not actively engaged in the work duties that would not permit them
12 to be seated.

13 129. All applicable IWC Wage Orders, Section 14(A-B) provides:

14 (A) All working employees shall be provided with suitable seats when the nature of the
15 work reasonably permits the use of seats.

16 (B) When employees are not engaged in the active duties of their employment and the
17 nature of the work requires standing, an adequate number of suitable seats shall be placed in
18 reasonable proximity to the work area and employees shall be permitted to use such seats when it
19 does not interfere with the performance of their duties.

20 130. Suitable seating is one of the worker protections covered by California's Wage
21 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
22 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
23 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

24 131. Based on information and belief, DEFENDANTS failed to provide Aggrieved
25 Employees with suitable seating, and when such employees were not engaged in duties which
26 required them to stand, no seating was placed in reasonable proximity to their workstations.

27 132. Moreover, based on information and belief, the nature of the work reasonably
28 permitted the use of seats for at least part of the time that Aggrieved Employees were working.

1 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
2 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
3 of seats would not interfere with the performance of their duties.

4 133. For example, the nature of PLAINTIFF Ibarra's work reasonably permitted the use
5 of seats for at least part of the time PLAINTIFF Ibarra was working and/or there were periods of
6 time when PLAINTIFF Ibarra was not engaged in active duties of her employment, yet there were
7 not suitable seats in reasonable proximity to the work area and the use of a seat would not interfere
8 with the performance of PLAINTIFF Ibarra's job duties.

9 134. DEFENDANTS' Aggrieved Employees worked in various positions, including but
10 not limited to, as assembly workers, warehouse workers, general laborers and/or other similar job
11 title(s) and/or job position(s). The nature of these Aggrieved Employees' work reasonably permitted
12 the use of seats. However, DEFENDANTS failed to provide suitable seating in reasonable proximity
13 to their work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code
14 sections 1198 and 1199, subjecting DEFENDANTS to civil penalties under Labor Code sections
15 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for
16 each Aggrieved Employee, results in a separate civil penalty.

17 135. **Temperature Violations.** All Applicable IWC Wage Orders, Section 15: Section
18 15 of all applicable IWC Wage Orders states as follows:

19 136. (A) The temperature maintained in each work area shall provide reasonable comfort
20 consistent with industry-wide standards for the nature of the process and the work performed.

21 137. (B) If excessive heat or humidity is created by the work process, the employer shall
22 take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable
23 comfort. Where the nature of the employment requires a temperature of less than 60° F, a heated
24 room shall be provided to which employees may retire for warmth, and such room shall be
25 maintained at not less than 68°.

26 138. (C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting
27 rooms, and change rooms during hours of use.

28 139. (D) Federal and State energy guidelines shall prevail over any conflicting provision

1 of this section.

2 140. Based on information and belief, on various diverse dates during the one-year period
3 preceding the filing of PLAINTIFF's PAGA Notice to the present, PLAINTIFF and/or other
4 Aggrieved Employees were subjected to excessive heat and/or humidity resulting in temperatures
5 exceeding 100° F and/or to excessive cold temperatures during colder times of the year, including
6 temperatures of less than 68° in including but not limited to, the toilet rooms, resting rooms, and or
7 change rooms during hours of use.

8 141. Based on information and belief, on various diverse dates during the one-year period
9 preceding the filing of PLAINTIFF's PAGA Notice to the present, DEFENDANTS failed to provide
10 Aggrieved Employees with reasonable comfort by maintaining the indoor temperature within the
11 range of industry standards by providing adequate air conditioning and/or heat and or proper
12 ventilation. For example, based on information and belief, temperatures in DEFENDANTS'
13 warehouses, manufacturing and/or processing facilities and/or other facilities where PLAINTIFF
14 Ibarra and other Aggrieved Employees worked were excessively cold in the winter and/or
15 excessively hot, including but not limited to, in the summer due to, including but not limited to,
16 DEFENDANTS' practice of failing to provide adequate artificial air conditioning and/or heating
17 and/ or proper ventilation and/or fans within the work facilities and/or other methods/means
18 necessary to provide reasonable comfort consistent with industry-wide standards for the nature of
19 the process and the work PLAINTIFF Ibarra and other Aggrieved Employees were required to
20 performed. PLAINTIFFS are informed and believe and thereon allege that on various diverse dates
21 during the one-year period preceding the filing of PLAINTIFF's PAGA Notice, DEFENDANTS
22 also failed to maintain the temperature in toilet rooms, resting rooms, and change rooms during
23 hours of use to no less than 68°.

24 142. As such, DEFENDANTS failed to maintain temperatures in each work area that
25 provide reasonable comfort consistent with industry-wide standards for the nature of the process
26 and the work performed, in violation of Section 15 of the IWC Wage Orders and the California
27 Labor Code, including but not limited to section 1198.

28 143. **Failure to Pay Vested Vacation/Paid Time Off.** Based on information and belief,

1 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
2 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
3 failing to pay all vested, accrued paid time off off (including but not limited to, all owed vacation
4 pay/paid time off paid at the final rate including non-discretionary compensation, including but not
5 limited to, shift differentials) to Aggrieved Employees upon separation of employment, in violation
6 of California law, including but not limited to, Labor Code section 227.3.

7 **144. Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
8 information and belief, DEFENDANTS failed to timely pay Aggrieved Employees all wages that
9 were due and owing upon termination or resignation. Based on information and belief,
10 DEFENDANTS untimely provide final wages to Aggrieved Employees without regard to the timing
11 requirements of Labor Code sections 201-202.

12 **145.** Upon separation of employment, Aggrieved Employees' final paychecks were not
13 timely provided and/or were not timely provided with all owed vacation pay and/or paid time off.
14 Moreover, Aggrieved Employees' final paychecks, once provided, did not include all wages owed
15 as they were devoid of, including but not limited to, all owed minimum wages, overtime wages,
16 premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly
17 accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate
18 including non-discretionary compensation, including but not limited to, shift differentials).

19 **146.** For example, DEFENDANTS failed to furnish PLAINTIFF Ibarra with any final
20 paycheck for at least approximately two (2) weeks following PLAINTIFF's date of termination, and
21 PLAINTIFF's late final paycheck was devoid of all wages owed as PLAINTIFF Ibarra's final
22 paycheck was devoid of, including but not limited to, all owed minimum wages, overtime wages,
23 premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued
24 rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate including
25 non-discretionary compensation, including but not limited to, shift differentials).

26 **147.** Based on further information and belief, DEFENDANTS failed to timely provide all
27 owed wages immediately upon discharge of employment. Based on information and belief, at times,
28 Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby

1 Aggrieved Employees would not be called in for work for longer than a single pay period due to
2 including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances
3 qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at
4 the end of such periods of employment, in violation of including but not limited to Labor Code
5 section 201-202.

6 148. **Violation of Labor Code Section 208.** Labor Code Section 208 provides: Every
7 employee who is discharged shall be paid at the place of discharge, and every employee who quits
8 shall be paid at the office or agency of the employer in the county where the employee has been
9 performing labor. All payments shall be made in the manner provided by law. Based on information
10 and belief, DEFENDANTS have a policy and practice of failing to provide Aggrieved Employees
11 who are terminated with their final paychecks at the place of discharge and/or of failing to provide
12 Aggrieved Employees with their final paychecks at the office or agency of DEFENDANTS in the
13 county where the work was performed, in violation of Labor Code Section 208.

14 149. **Violation of Labor Code Sections 2100-2112.** Pursuant to Labor Code Sections
15 2100-2112, employers with one hundred (100) or more employees at a single warehouse
16 distribution center, or one thousand (1,000) or more employees at one or more warehouse
17 distribution centers in California are required to provide nonexempt employees, upon hire, with a
18 written description of each quota they are subject to (e.g., quantified number of tasks to be performed
19 or materials to be handled) within a defined period of time and any potential adverse employment
20 action that may result from failure to meet the quota. Labor Code Section 2102 (see below) prohibits
21 adverse employment actions against employees who fail to meet their quota if the quota was not
22 properly disclosed to the employee and prohibits quotas that prevent an employee from taking his
23 or her meal or rest breaks, use of restrooms, or that interfere with compliance with California's
24 occupational health and safety laws.

25 150. Labor Code Section 2101 provides:

26 151. Each employer shall provide to each employee, upon hire, or within 30 days of the
27 effective date of this part, a written description of each quota to which the employee is subject,
28 including the quantified number of tasks to be performed or materials to be produced or handled,

1 within the defined time period, and any potential adverse employment action that could result from
2 failure to meet the quota.

3 152. Labor Code Section 2102 provides:

4 153. An employee shall not be required to meet a quota that prevents compliance with
5 meal or rest periods, use of bathroom facilities, including reasonable travel time to and from
6 bathroom facilities, or occupational health and safety laws in the Labor Code or division standards.
7 An employer shall not take adverse employment action against an employee for failure to meet a
8 quota that does not allow a worker to comply with meal and rest periods, or occupational health and
9 safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been
10 disclosed to the employee pursuant to Section 2101.

11 154. Labor Code Section 2104 provides in pertinent part:

12 155. (a)(1) If a current or former employee believes that meeting a quota caused a
13 violation of their right to a meal or rest period or required them to violate any occupational health
14 and safety laws in the Labor Code or division standards, they have the right to request, and the
15 employer shall provide, a written description of each quota to which the employee is subject and a
16 copy of the most recent 90 days of the employee's own personal work speed data.

17 156. (2) If a former employee requests a written description of the quotas to which they
18 were subject and a copy of their own personal work speed data pursuant to paragraph (1), the
19 employer shall provide 90 days of the former employee's quotas and personal work speed data for
20 the 90 days prior to the date of the employee's separation from the employer.

21 157. (b) An employer that receives a written or oral request for information pursuant to
22 subdivision (a) shall comply with the request as soon as practicable, but no later than 21 calendar
23 days from the date of the request.

24 158. Based on information and belief, during the relevant period, DEFENDANTS
25 employed 100 or more Aggrieved Employees at a single warehouse distribution center and/or
26 employed 1,000 or more Aggrieved Employees at one or more distribution centers in California
27 rendering DEFENDANTS subject to the provisions of Labor Code Sections 2100-2112, during the
28 relevant period.

1 159. Based on information and belief, DEFENDANTS had/have a policy and practice of
2 failing to provide Aggrieved Employees, upon hire, with a written description of each quota they
3 are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a
4 defined period of time and any potential adverse employment action that may result from failure to
5 meet the quota.

6 160. Based on further information and belief, DEFENDANTS had/have a policy and
7 practice of subjecting Aggrieved Employees to quotas that prevented those Aggrieved Employees
8 from taking their meal and rest periods and/or using bathroom facilities and/or interfered with
9 compliance of California's occupational health and safety laws.

10 161. Based on further information and belief, DEFENDANTS have/had a policy and
11 practice of subjecting Aggrieved Employees to adverse employment actions for failure to meet a
12 quota that was not disclosed pursuant to Labor Code Section 2101 and/or did not allow them to
13 comply with meal and rest period laws and/or occupational health and safety laws, in violation of
14 Labor Code section 2102.

15 162. Based on information and belief, DEFENDANTS failed and continue to fail to timely
16 produce upon written and/or oral request by current and/or former Aggrieved Employees of the
17 belief that meeting a quota caused a violation of their right to a meal or rest period and/or required
18 them to violate any occupational health and safety laws, a written description of each quota to which
19 the employee is subject and/or a copy of the most recent 90 days of the Aggrieved Employee's own
20 personal work speed data.

21 163. As a result of DEFENDANTS' acts and omissions, DEFENDANTS violated Labor
22 Code section 2100-2112 as to Aggrieved Employees and are subject to civil penalties.

23 164. **Unlawful Agreements-Unlawful Criminal History Inquiries.**

24 Unlawful Agreements/ Unlawful Financial and Criminal Background Checks.

25 165. Based on information and belief, DEFENDANTS required Aggrieved Employees to
26 agree in writing to unlawful conditions of employment including but not limited to unlawful non-
27 solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements,
28 unlawful releases and/or waivers, including but not limited to, unlawful meal period waivers,

1 unlawful forum selection clauses and/or choice of law provisions/agreements and/or unlawful
2 criminal and/or financial checks as a condition of obtaining and/or continuing employment in
3 violation of Labor Code section 432.5.

4 166. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
5 employment, continued employment, or the receipt of any employment-related benefit, require any
6 applicant for employment or any employee to waive any right...”Based on information and belief,
7 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
8 signed as a condition of employment, including but not limited to, during the onboarding process.
9 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
10 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
11 invalid waivers are otherwise unlawful under Labor Code section 432.6. unlawful criminal and/or
12 financial checks as a condition of obtaining and/or continuing employment in violation of Labor
13 Code section 432.5.

14 167. Moreover, based on information and belief, DEFENDANTS ordered unlawful
15 financial credit checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and
16 required Aggrieved Employees to provide ongoing written consent to the unlawful credit checks as
17 a condition of employment, in violation of California and Federal law, which results in a further
18 violation of Labor Code section 432.5.

19 168. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
20 condition of employment, DEFENDANTS violated Labor Code section 432.5.

21 Unlawful Inquires into Criminal History

22 169. Labor Code section 432.7 prohibits an employer from asking applicants about past
23 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
24 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
25 convictions on its employment application, in violation of California law.

26 170. Upon information and belief, DEFENDANTS, in violation of California law,
27 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
28 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of

1 employment and/or otherwise impermissibly inquired into criminal history on its employment
2 application in violation of California law, and in violation of Labor code section 432.5.

3 171. **Violation of Labor Code Section 432.6.** Based on information and belief,
4 DEFENDANTS require/required Aggrieved Employees to waive their right to first and/or second
5 meal periods as a condition of working for DEFENDANTS in violation of California law. As such,
6 DEFENDANTS violated including but not limited to, Labor Code section 432.6 by virtue of
7 including but not limited to, requiring Aggrieved Employees to sign invalid meal period waivers as
8 a condition of employment and/or for threatening, retaliating and/or discriminating against and/or
9 terminating Aggrieved Employees because of their refusal to waive their meal period rights.

10 172. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
11 engaged in these same herein described unlawful practices, which led to violations of the California
12 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
13 unlawful practices to all of its employees that it applied to PLAINTIFF.

14 **FIRST CAUSE OF ACTION**
15 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
16 **2698, *ET SEQ.***
17 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
18 **Defendants)**

17 173. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

18 **Failure to Keep Accurate Records**

19 174. California Labor Code § 1174 requires employers to keep “accurate and complete”
20 payroll records showing, among other things, the hours worked daily by all non-exempt employees.
21 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the
22 times during which all owed meal periods were provided each day.

23 175. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate
24 and complete records as required by law, including but not limited to the following records: total
25 daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other
26 Aggrieved Employees began and ended each work period, time records of meal periods, and
27 accurate itemized wage statements.

28 176. DEFENDANTS’ failure to keep “accurate and complete” payroll records for

1 PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
2 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
3 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
4 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
5 period during which the referenced statutes and Wage Order provisions were violated.²

6 **Meal Period Violations**

7 177. California law requires employers to provide employees a duty-free, uninterrupted
8 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
9 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
10 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
11 *Court* (2012) 53 Cal.4th 1004.

12 178. Employers must also provide employees with a second duty-free, uninterrupted thirty
13 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
14 be provided before the end of the 10th hour of work. *Ibid.*

15 179. Employers covered by any and all applicable IWC Wage Orders have an obligation
16 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
17 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
18 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
19 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
20 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
21 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
22 provided”).

23 180. Employers must pay employees an additional hour of wages at the employees’
24 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
25 meal period, first meal period provided after five (5) hours, second meal period provided after 10
26 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
27 provide an employee a meal period in accordance with the applicable provision of this Order, the
28

1 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
2 for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

3 181. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
4 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
5 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
6 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
7 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
8 periods completely.

9 182. Based on information and belief, DEFENDANTS had and continue to have a policy
10 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
11 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and
12 Aggrieved Employees did not receive compliant meal periods.

13 183. Moreover, based on information and belief, Aggrieved Employees did not receive a
14 timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

15 184. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
16 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
17 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
18 violation of California's meal period laws.

19 185. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
20 periods in violation of California law and/or failed to pay the proper meal period premium for failure
21 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
22 differential pay and/or other non-discretionary compensation into the regular rate or compensation
23 for purposes of calculating the owed meal period premium.

24 186. These unlawful meal period policies and practices result in violations of Labor Code
25 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
26 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
27 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
28 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

1 **Rest Period Violations**

2 187. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
3 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
4 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
5 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
6 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
7 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
8 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
9 1029). The rest period requirement obligates employers to permit and authorize employees to take
10 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
11 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
12 257. If the employer fails to provide any required rest period, the employer must pay the employee
13 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
14 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
15 applicable IWC Wage Order, §12(B).

16 188. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
17 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
18 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
19 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
20 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
21 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
22 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
23 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
24 “onus is on the employer to clearly communicate the authorization and permission [to take rest
25 periods] to its employees.”).

26 189. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
27 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
28 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject

1 to DEFENDANTS' control due to the nature and constraints of Aggrieved Employees' job duties,
2 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
3 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

4 190. Based on information and belief, DEFENDANTS implemented policies and/or
5 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
6 employer control during rest periods. Based on further information and belief, Aggrieved
7 Employees were pressured to complete their work duties according to a designated schedule such
8 that rest periods were only taken once tasks were completed, and/or as time permitted.

9 191. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
10 first, second, or third rest periods as required by California law.

11 192. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
12 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
13 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
14 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
15 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
16 the regular rate of compensation for purposes of determining the owed rest period premium.

17 193. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
18 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
19 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

20 **Failure to Provide Suitable Resting Facilities**

21 194. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
22 suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities
23 shall be provided in an area separate from the toilet rooms and shall be available to employees during
24 work hours."

25 195. DEFENDANTS' locations/facilities are generally similar in layout and design, and
26 there was, and continues to be, space that allows for a resting facility that employees may use to
27 cease work and recover during meal or rest periods. DEFENDANTS could have provided Aggrieved
28 Employees with a resting facility within DEFENDANTS' facilities/locations with reasonable or no

1 modification, but instead denied and continues to deny, employees with suitable areas to rest (e.g. a
2 breakroom). As a result, Aggrieved Employees were forced to adjust to areas not conducive to
3 resting, including but not limited to leaning up against the wall, or search for facilities outside of
4 DEFENDANTS' premises which are not designated or reserved for their rest, such as their personal
5 vehicles.

6 196. DEFENDANTS did not provide Aggrieved Employees with suitable resting facilities
7 during their hours of work, particularly during meal and/or rest periods.

8 197. DEFENDANTS' failure to provide suitable resting facilities to Aggrieved
9 Employees violated and continue to violate the applicable Wage Order, section 13(B) and the
10 California Labor Code, including but not limited to section 1198.

11 **Minimum and Overtime Wage Violations**

12 198. California law provides that employees in California must be paid for all hours
13 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
14 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
15 The minimum wage standard applies to each hour employees worked for which they were not paid.
16 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
17 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
18 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

19 199. California law also provides that employees in California must be paid overtime,
20 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
21 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
22 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
23 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
24 consecutive day of work in a work week. *Ibid.*

25 200. As explained above, DEFENDANTS violated California's minimum and overtime
26 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
27 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
28 start and end times and meal period start and end times), payment according to scheduled hours

1 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during
2 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
3 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

4 201. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
5 Aggrieved Employees for all hours worked.

6 202. Based on information and belief, DEFENDANTS had actual or constructive
7 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
8 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
9 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
10 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved
11 Employees.

12 203. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved
13 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
14 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
15 violation of California's overtime laws.

16 204. Based on information and belief, DEFENDANTS further violated California's
17 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
18 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
19 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
20 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
21 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
22 other Aggrieved Employees.

23 205. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
24 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
25 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
26 Wage Orders, section 20.

27 **Statutory Wage Violations**

28 206. California Labor Code section 223 makes it unlawful for an employer to secretly pay
43
PLAINTIFF'S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

1 wages lower than required by statute while purporting to pay legal wages. As described above,
2 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
3 earned minimum and overtime compensation for all hours worked which resulted in the payment of
4 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
5 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
6 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
7 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
8 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
9 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
10 Labor Code § 2699(f)-(g).

11 **Refusal to Make Payment**

12 207. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
13 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
14 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all
15 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
16 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
17 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
18 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
19 each Aggrieved Employee, for each pay period during which the statute provisions were violated.³

20 **Standard Conditions of Labor Violations**

21 208. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
22 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
23 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
24 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
25 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,

26
27 ³ Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

1 minimum/overtime wages and other violations described herein result in separate violations of
2 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
3 1197.1 and 2699.

4 **Business Expense Violations**

5 209. California law requires employers to indemnify their employees for all necessary
6 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
7 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
8 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
9 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
10 incurred by the employee enforcing the rights granted by this section.”

11 210. Among other things, under California law, when employees must use their personal
12 cellphones for work-related purposes, the employer must reimburse them for a reasonable
13 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
14 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
15 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
16 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
17 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
18 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

19 211. Further, “any contract or agreement, express or implied, made by any employee to
20 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
21 any employee or his personal representative of any right or remedy to which he is entitled to under
22 the laws of this State.” *See* Cal. Lab. Code section 2804.

23 212. As described above, PLAINTIFF and the Aggrieved Employees were improperly
24 required to pay for business expenses that are legally the responsibility of the employer.

25 213. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
26 full reimbursement for all reasonable expenses associated with carrying out their duties required
27 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
28 expenses in violation of Labor Code section 2802.

1 214. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and other Aggrieved
2 Employees have suffered injury in that they were not completely reimbursed as mandated by
3 California law.

4 215. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with
5 full reimbursement for all reasonable expenses associated with carrying out their duties required
6 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
7 expenses in violation of Labor Code section 2802.

8 216. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved
9 Employees have suffered injury in that they were not completely reimbursed as mandated by
10 California law.

11 217. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
12 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
13 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
14 Code § 2802 and the applicable Wage Order.

15 **Wage Statement Violations**

16 218. California law requires every employer semi-monthly or at the time of each payment
17 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
18 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
19 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
20 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
21 is paid; (7) the name of the employee and only the last four digits of his or her social security number
22 or an employee identification number other than a social security number; (8) the name and address
23 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
24 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

25 219. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
26 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
27 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
28 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)

1 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
2 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
3 effect during the pay period and the corresponding number of hours worked at each hourly rate by
4 the employee, in violation of Labor Code section 226(a)(9).

5 220. Moreover, due to violations detailed above, including but not limited to,
6 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
7 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
8 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
9 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed
10 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based
11 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
12 compensation earned during the pay period into the regular rate of pay for purposes of calculating
13 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
14 overtime worked by PLAINTIFF and other Aggrieved Employees.

15 221. As explained above, wage statements issued by DEFENDANTS failed to list the
16 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
17 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
18 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
19 described above), which results in a violation of Labor Code section 226(a). Failure to list all hours
20 worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226
21 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

22 222. Based on information and belief, wage statements issued by DEFENDANTS failed
23 to list all applicable hourly rates in effect during the pay period and the corresponding number of
24 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
25 Code section 226(a)(9).

26 223. Separately, and independent from the above allegations, based on information and
27 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that
28 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal

1 entity that is the employer.

2 224. Based on information and belief, wage statements issued by DEFENDANTS failed
3 to list the inclusive dates of the pay period for which the Class Member is being paid.

4 225. DEFENDANTS' failure to accurately list all hours worked on all wage statements
5 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
6 Employees over whether they received all wages owed to them.

7 226. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
8 they could not easily determine whether they received all wages owed to them and whether they
9 were paid for all hours worked.

10 227. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
11 address of the legal entity that is the employer, PLAINTIFF and Aggrieved Employees have suffered
12 injury as they could not contact their employer regarding any question(s) they had about wages paid.

13 228. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
14 Aggrieved Employees with accurate, itemized wage statements.

15 229. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
16 Employees have suffered injury. The absence of accurate information on their wage statements has
17 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
18 mathematical computations to determine the amount of wages owed, and will cause difficulty and
19 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
20 submission of inaccurate information about wages and amounts deducted from wages to state and
21 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
22 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
23 and pay records than if DEFENDANT had complied with its legal obligations.

24 230. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
25 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
26 during which the statute provisions were violated. ⁴

27 **Unlawful Deductions**

28 ⁴ Labor Code § 226.3 (establishing that the civil penalty is ~~48~~ per employee per violation”).

1 231. Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from
2 an employee any part of wages theretofore paid by said employer to said employee.” Based on
3 information and belief DEFENDANTS made unlawful deductions from Aggrieved Employees
4 paychecks during the relevant period. Such a practice is in violation of including but not limited to,
5 Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code
6 Section 2699.

7 232. Each violation results in a separate civil penalty, for each Aggrieved Employee, for
8 each pay period during which the statute provisions were violated. See Lab. Code §225.5
9 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty
10 provided in this article, every person who unlawfully withholds wages due any employee in
11 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
12 to pay each employee”).

13 **Reporting Time Pay Violations**

14 233. Section 5 of all applicable IWC Wage Orders, provides as follows:

15 234. (A) Each workday an employee is required to report for work and does report, but is
16 not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the
17 employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two
18 (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less
19 than the minimum wage. (B) If an employee is required to report for work a second time in any one
20 workday and is furnished less than two (2) hours of work on the second reporting said employee
21 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
22 minimum wage.

23 235. Aggrieved Employees were not paid reporting time wages in accordance with
24 California law, including but not limited to the applicable IWC Wage Order. For example, based on
25 information and belief, at times, PLAINTIFF and/or other Aggrieved Employees reported to work
26 for a scheduled shift but were sent home and/or were not put to work and were not paid all owed
27 reporting time pay wages in accordance with California law.

28 236. Based on information and belief, DEFENDANTS have a policy and practice of
49
PLAINTIFF’S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

1 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
2 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
3 pay all reporting time wages to Aggrieved Employees violated and continues to violate the
4 applicable Wage Order, and the California Labor Code, including but not limited to section 1198.

5 **Violation of California Day of Rest Law**

6 237. Under California law, every employee in California is "entitled" to "one day's rest
7 [from labor] in seven"; and, no employer may "cause" its employees "to work more than six days in
8 seven." *See* Labor Code Sections 551 and 552. Labor Code section 553 provides that a violation of
9 the foregoing sections is a misdemeanor.

10 238. Based on information and belief, DEFENDANTS have and continue to have a
11 uniform policy and practice of requiring Aggrieved Employees to work at least seven days
12 consecutively in a workweek, in violation of including but not limited to, Labor Code Section
13 551. Based on information and belief, PLAINTIFF and/or other Aggrieved Employees were
14 suffered, permitted, or required to work at least seven (7) days consecutively in a workweek, in
15 violation of California law, including but not limited to Labor Code Section 551.

16 **Seating Violations**

17 239. Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be
18 provided with suitable seats when the nature of the work reasonably permits the use of seats and
19 when they are not actively engaged in the work duties that would not permit them to be seated.

20 240. All applicable IWC Wage Orders, Section 14(A-B) provides:

21 (A) All working employees shall be provided with suitable seats when the nature of the
22 work reasonably permits the use of seats.

23 (B) When employees are not engaged in the active duties of their employment and the
24 nature of the work requires standing, an adequate number of suitable seats shall be placed in
25 reasonable proximity to the work area and employees shall be permitted to use such seats when it
26 does not interfere with the performance of their duties.

27 241. Suitable seating is one of the worker protections covered by California's Wage
28 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly

1 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
2 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

3 242. Based on information and belief, DEFENDANTS failed to provide PLAINTIFF and
4 other Aggrieved Employees with suitable seating, and when such employees were not engaged in
5 duties which required them to stand, no seating was placed in reasonable proximity to their
6 workstations.

7 243. Moreover, based on information and belief, the nature of the work reasonably
8 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
9 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
10 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
11 of seats would not interfere with the performance of their duties.

12 244. The Aggrieved Employees worked in various positions. The nature of PLAINTIFF's
13 and other Aggrieved Employees' work reasonably permitted the use of seats. However,
14 DEFENDANTS failed to provide suitable seating in reasonable proximity to Aggrieved Employees'
15 work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections
16 1198 and 1199, subjecting DEFENDANTS to civil penalties under Labor Code sections 1199 and
17 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each
18 Aggrieved Employee, results in a separate civil penalty.

19 **Temperature Violations**

20 245. All Applicable IWC Wage Orders, Section 15: Section 15 of all applicable IWC
21 Wage Orders states as follows:

22 246. (A) The temperature maintained in each work area shall provide reasonable comfort
23 consistent with industry-wide standards for the nature of the process and the work performed.

24 247. (B) If excessive heat or humidity is created by the work process, the employer shall
25 take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable
26 comfort. Where the nature of the employment requires a temperature of less than 60° F, a heated
27 room shall be provided to which employees may retire for warmth, and such room shall be
28 maintained at not less than 68°.

1 248. (C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting
2 rooms, and change rooms during hours of use.

3 249. (D) Federal and State energy guidelines shall prevail over any conflicting provision
4 of this section.

5 250. Based on information and belief, on various diverse dates during the one-year period
6 preceding the filing of PLAINTIFF's PAGA Notice to the present, PLAINTIFF and/or other
7 Aggrieved Employees were subjected to excessive heat and/or humidity resulting in temperatures
8 exceeding 100° F and/or to excessive cold temperatures during colder times of the year, including
9 temperatures of less than 68° in including but not limited to, the toilet rooms, resting rooms, and or
10 change rooms during hours of use.

11 251. Based on information and belief, on various diverse dates during the one-year period
12 preceding the filing of PLAINTIFF's PAGA Notice to the present, DEFENDANTS failed to provide
13 Aggrieved Employees with reasonable comfort by maintaining the indoor temperature within the
14 range of industry standards by providing adequate air conditioning and/or heat and or proper
15 ventilation. For example, based on information and belief, temperatures in DEFENDANTS'
16 warehouses, manufacturing and/or processing facilities and/or other facilities where PLAINTIFF
17 Ibarra and other Aggrieved Employees worked were excessively cold in the winter and/or
18 excessively hot, including but not limited to, in the summer due to, including but not limited to,
19 DEFENDANTS' practice of failing to provide adequate artificial air conditioning and/or heating
20 and/ or proper ventilation and/or fans within the work facilities and/or other methods/means
21 necessary to provide reasonable comfort consistent with industry-wide standards for the nature of
22 the process and the work PLAINTIFF Ibarra and other Aggrieved Employees were required to
23 performed. PLAINTIFFS are informed and believe and thereon allege that on various diverse dates
24 during the one-year period preceding the filing of PLAINTIFF's PAGA Notice, DEFENDANTS
25 also failed to maintain the temperature in toilet rooms, resting rooms, and change rooms during
26 hours of use to no less than 68°.

27 252. As such, DEFENDANTS failed to maintain temperatures in each work area that
28 provide reasonable comfort consistent with industry-wide standards for the nature of the process

1 and the work performed, in violation of Section 15 of the IWC Wage Orders and the California
2 Labor Code, including but not limited to section 1198.

3 **Sick Leave Violations**

4 253. DEFENDANTS violated California's paid sick leave laws including, Labor Code
5 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
6 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
7 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
8 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
9 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
10 compensation into the sick leave pay rate calculation.

11 254. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
12 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
13 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
14 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and
15 Aggrieved Employees' intelligent exercise of their paid sick leave.

16 255. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
17 their paid sick leave at least prior to their respective separations, for as on several occasions
18 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
19 compensation.

20 256. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
21 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
22 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
23 were entitled to the maximum number of hours accruable.

24 257. Upon information and belief, DEFENDANTS failed and continue to fail to comply
25 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
26 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
27 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
28 wages.

1 258. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

2 259. On information and belief, PLAINTIFF alleges that all of these practices were
3 experienced and continue to be experienced by other Aggrieved Employees.

4 260. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
5 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
6 seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

7 **Failure to Pay Vested Vacation/Paid Time Off**

8 261. California Labor Code section 227.3 provides that when an employer policy provides
9 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,
10 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the
11 employee's final rate in accordance with such contract of employment or employer policy respecting
12 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time
13 off upon termination.

14 262. Based on information and belief, DEFENDANTS had and continue to have a
15 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
16 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
17 to Aggrieved Employees upon separation of employment, in violation of California law, including
18 but not limited to, Labor Code section 227.3.

19 **Untimely Payment of Final Wages**

20 263. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
21 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
22 payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an
23 employee not having a written contract for a definite period quits his or her employment, his or her
24 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
25 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
26 to his or her wages at the time of quitting."

27 264. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
28 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty

1 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
2 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
3 section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also,
4 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

5 265. Based in information and belief, DEFENDANTS failed and continue to fail to timely
6 pay final wages to PLAINTIFF and Aggrieved Employees upon separation of employment in
7 violation of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF
8 and Aggrieved Employees did not include all wages owed as they are devoid of, including but not
9 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed
10 sick leave and/or paid time off wages at the properly accrued rates.

11 266. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
12 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
13 256.

14 **Violation of Labor Code Section 208**

15 267. Labor Code Section 208 provides: Every employee who is discharged shall be paid
16 at the place of discharge, and every employee who quits shall be paid at the office or agency of the
17 employer in the county where the employee has been performing labor. All payments shall be made
18 in the manner provided by law.

19 268. Based on information and belief, DEFENDANTS have a policy and practice of
20 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
21 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
22 office or agency of DEFENDANTS in the county where the work was performed, in violation of
23 Labor Code Section 208.

24 **Violation of Labor Code Sections 2100-2112**

25 269. Pursuant to Labor Code Sections 2100–2112, employers with one hundred (100) or
26 more employees at a single warehouse distribution center, or one thousand (1,000) or more
27 employees at one or more warehouse distribution centers in California are required to provide
28 nonexempt employees, upon hire, with a written description of each quota they are subject to (e.g.,

1 quantified number of tasks to be performed or materials to be handled) within a defined period of
2 time and any potential adverse employment action that may result from failure to meet the quota.
3 Labor Code Section 2102 (see below) prohibits adverse employment actions against employees who
4 fail to meet their quota if the quota was not properly disclosed to the employee and prohibits quotas
5 that prevent an employee from taking his or her meal or rest breaks, use of restrooms, or that interfere
6 with compliance with California's occupational health and safety laws.

7 270. Labor Code Section 2101 provides:

8 271. Each employer shall provide to each employee, upon hire, or within 30 days of the
9 effective date of this part, a written description of each quota to which the employee is subject,
10 including the quantified number of tasks to be performed or materials to be produced or handled,
11 within the defined time period, and any potential adverse employment action that could result from
12 failure to meet the quota.

13 272. Labor Code Section 2102 provides:

14 273. An employee shall not be required to meet a quota that prevents compliance with
15 meal or rest periods, use of bathroom facilities, including reasonable travel time to and from
16 bathroom facilities, or occupational health and safety laws in the Labor Code or division standards.
17 An employer shall not take adverse employment action against an employee for failure to meet a
18 quota that does not allow a worker to comply with meal and rest periods, or occupational health and
19 safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been
20 disclosed to the employee pursuant to Section 2101.

21 274. Labor Code Section 2104 provides in pertinent part:

22 275. (a)(1) If a current or former employee believes that meeting a quota caused a
23 violation of their right to a meal or rest period or required them to violate any occupational health
24 and safety laws in the Labor Code or division standards, they have the right to request, and the
25 employer shall provide, a written description of each quota to which the employee is subject and a
26 copy of the most recent 90 days of the employee's own personal work speed data.

27 276. (2) If a former employee requests a written description of the quotas to which they
28 were subject and a copy of their own personal work speed data pursuant to paragraph (1), the

1 employer shall provide 90 days of the former employee's quotas and personal work speed data for
2 the 90 days prior to the date of the employee's separation from the employer.

3 277. (b) An employer that receives a written or oral request for information pursuant to
4 subdivision (a) shall comply with the request as soon as practicable, but no later than 21 calendar
5 days from the date of the request.

6 278. Based on information and belief, during the relevant period, DEFENDANTS
7 employed 100 or more Aggrieved Employees at a single warehouse distribution center and/or
8 employed 1,000 or more Aggrieved Employees at one or more distribution centers in California
9 rendering DEFENDANTS subject to the provisions of Labor Code Sections 2100-2112, during the
10 relevant period.

11 279. Based on information and belief, DEFENDANTS had/have a policy and practice of
12 failing to provide Aggrieved Employees, upon hire, with a written description of each quota they
13 are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a
14 defined period of time and any potential adverse employment action that may result from failure to
15 meet the quota.

16 280. Based on further information and belief, DEFENDANTS had/have a policy and
17 practice of subjecting Aggrieved Employees to quotas that prevented those Aggrieved Employees
18 from taking their meal and rest periods and/or using bathroom facilities and/or interfered with
19 compliance of California's occupational health and safety laws.

20 281. Based on further information and belief, DEFENDANTS have/had a policy and
21 practice of subjecting Aggrieved Employees to adverse employment actions for failure to meet a
22 quota that was not disclosed pursuant to Labor Code Section 2101 and/or did not allow them to
23 comply with meal and rest period laws and/or occupational health and safety laws, in violation of
24 Labor Code section 2102.

25 282. Based on information and belief, DEFENDANTS failed and continue to fail to timely
26 produce upon written and/or oral request by current and/or former Aggrieved Employees of the
27 belief that meeting a quota caused a violation of their right to a meal or rest period and/or required
28 them to violate any occupational health and safety laws, a written description of each quota to which

1 the employee is subject and/or a copy of the most recent 90 days of the Aggrieved Employee's own
2 personal work speed data.

3 283. As a result of DEFENDANTS' acts and omissions, DEFENDANTS violated Labor
4 Code section 2100-2112 as to Aggrieved Employees and are subject to civil penalties.

5 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

6 284. *Unlawful Agreements.* Labor Code section 432.5 provides that "no employer...shall
7 require any employee or applicant for employment to agree, in writing, to any term or condition
8 which is known by such employer...to be prohibited by law." DEFENDANTS required and
9 continue to require PLAINTIFF and Aggrieved Employees to agree in writing to unlawful
10 conditions of employment including but not limited to, unlawful non-solicitation/non-compete
11 agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or
12 waivers, including but not limited to, unlawful meal period waivers, unlawful forum selection
13 clauses and/or choice of law provisions/agreements and/or unlawful criminal and/or financial
14 checks as a condition of obtaining and/or continuing employment in violation of Labor Code section
15 432.5.

16 285. Labor Code section 432.6(a), provides that "a person shall not, as a condition of
17 employment, continued employment, or the receipt of any employment-related benefit, require any
18 applicant for employment or any employee to waive any right..."Based on information and belief,
19 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
20 signed as a condition of employment, including but not limited to, during the onboarding process.
21 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
22 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
23 invalid waivers are otherwise unlawful under Labor Code section 432.6. unlawful criminal and/or
24 financial checks as a condition of obtaining and/or continuing employment in violation of Labor
25 Code section 432.5.

26 **Unlawful Inquires into Criminal History**

27 286. Labor Code section 432.7 prohibits an employer from asking applicants about past
28 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on

1 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
2 convictions on its employment application, in violation of California law.

3 287. Upon information and belief, DEFENDANTS, in violation of California law,
4 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
5 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
6 employment and/or otherwise impermissibly inquired into criminal history on its employment
7 application in violation of California law.

8 288. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
9 Code section 432.7. By asking about convictions at the application phase or prior to extending an
10 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
11 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
12 disclose arrests and/or convictions as a condition of employment.

13 **Violation of Labor Code Section 432.6**

14 289. Based on information and belief, DEFENDANTS required Aggrieved Employees to
15 sign meal period waivers that were universally signed as a condition of employment, including but
16 not limited to, during the onboarding process. Further, these invalid waivers are otherwise unlawful
17 under Labor Code section 432.6.

18 290. Labor Code Section 432.6(a) provides: “[A] person shall not, as a condition of
19 employment, continued employment, or the receipt of any employment-related benefit, require any
20 applicant for employment or any employee to waive any right...”

21 291. Labor Code Section 432.6(b) provides in pertinent part:

22 292. “An employer shall not threaten, retaliate, or discriminate against, or terminate any
23 applicant for employment or any employee because of the refusal to the waiver of any right...”

24 293. Based on information and belief, DEFENDANTS require/required Aggrieved
25 Employees to waive their right to first and/or second meal periods as a condition of working for
26 DEFENDANTS in violation of California law. As such, DEFENDANTS violated including but not
27 limited to, Labor Code section 432.6 by virtue of including but not limited to, requiring Aggrieved
28 Employees to sign invalid meal period waivers as a condition of employment and/or for threatening,

1 retaliating and/or discriminating against and/or terminating Aggrieved Employees because of their
2 refusal to waive their meal period rights.

3 294. Under the provisions of PAGA and the above mentioned Labor Code sections,
4 including but not limited to Labor Code sections 201-203, 208, 210, 216, 221-223, 225.5, 226,
5 226.7, 245-248.6, 256, 432, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194,
6 1197, 1197.1, 1198, 1199, 2100-2112, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders
7 as well as all interpretations of these laws by California Courts and administrative bodies, as well
8 as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following
9 penalties:

- 10 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
11 relevant California Labor Code provisions listed herein only if permitted by the
12 PAGA statute, pursuant to Labor Code section 2699(a); and
13 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
14 violations without a civil penalty recoverable under the PAGA, all in the default
15 amounts provided by Labor Code section 2699(f).

16 295. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
17 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of PLAINTIFF, the State of California, and all Aggrieved Employees:

1. For civil penalties under Labor Code Section 2699;
2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney’s fees and costs of suit; and
4. For such other and further relief that the Court deems just and proper.

Dated: November 14, 2024

CROSNER LEGAL, PC

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