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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

GLENN ESTRADA, an individual, on
behalf of himself, all other aggrieved
employees, and the general public,

Plaintiff,

vs.

AMAZON.COM SERVICES, LLC., a
Delaware corporation; and DOES 1
through 25, inclusive,

Defendants.

CASE NO. CIVSB2415678

COMPLAINT FOR:

**1. CIVIL PENALTIES UNDER LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE 2698, ET. SEQ**

DEMAND FOR JURY TRIAL

1 Plaintiff GLENN ESTRADA, an individual, hereby files this Complaint against Defendant
2 AMAZON.COM SERVICES, LLC., a Delaware corporation (hereinafter “Amazon”); and Does 1 to
3 25 (hereinafter collectively, “Defendants”). Plaintiff, in his representative capacity, is informed and
4 believes and on the basis of that information and belief alleges as follows:

5 **INTRODUCTION**

6 1. This lawsuit challenges Defendants’ employment practices with respect to their non-
7 exempt hourly workers employed in the State of California as Amazon Warehouse Associates from
8 January 25, 2023 to the present (“Relevant Time Period”), based on Defendants’ policy and practice
9 of denying earned wages, including minimum and overtime pay, failing to provide legally compliant
10 meal and rest breaks, and failing to provide accurate and itemized wage statements. In particular,
11 Defendants require non-exempt employees to be present and perform work in excess of eight hours
12 per day and/or forty hours per work week, but fail to pay them overtime wages accordingly, and further
13 fail to pay such non-exempt employees for all straight time hours they worked. Throughout the
14 Relevant Time Period Defendants require such employees to submit to mandatory COVID-19 medical
15 screenings which leads to Defendants’ failure to provide non-exempt employees with timely legally
16 required meal and rest periods. Finally, Defendants fail to timely compensate employees for all wages
17 earned and fail to properly and accurately calculate overtime and report wages earned, hours worked,
18 and wage rates.

19 2. At all times relevant hereto, and with certain defined exceptions, Defendants’
20 compensation scheme did not fully compensate Plaintiff with at least minimum wages and/or
21 designated rates for all hours worked.

22 3. At all times relevant hereto, and with certain defined exceptions, Defendants’
23 compensation scheme did not fully compensate Plaintiff with overtime compensation for all overtime
24 hours worked.

25 4. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed
26 to provide Plaintiff with timely off-duty meal periods and meal period compensation in violation of
27 Labor Code sections 226.7 and 512, and IWC Wage Order No. 4 section 11.

28 5. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed

1 to provide Plaintiff with timely paid rest periods and rest period compensation in violation of Labor
2 Code sections 226.7 and 516 and IWC Wage Order No. 4 section 12.

3 6. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
4 knowingly and intentionally provided Plaintiff with wage statements that, among others, do not show
5 all wages earned, all hours worked, or all applicable rates.

6 7. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed
7 to maintain documentation of the actual hours worked each day by Plaintiff, all wages earned, and
8 meal breaks taken in violation of Labor Code sections 1174 and IWC Wage Order No. 4 section 11.

9 8. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed
10 to pay Plaintiff all wages due and owing upon termination of employment including, but not limited
11 to, payment of wages for off-the-clock work, overtime compensation and late meal and rest period
12 compensation.

13 9. In this case, Plaintiff seek penalties established by Labor Code section 2699, the Private
14 Attorneys General Act (“PAGA”), against Defendants for their unlawful employment practices.

15 **PARTIES**

16 ***Plaintiff Glenn Estrada***

17 10. Plaintiff Glenn Estrada is an individual over the age of eighteen (18) and is now and/or
18 at all relevant times mentioned in this Complaint was a resident and domiciliary of the State of
19 California. Within the Relevant Time Period, from approximately April 2021 to in or around August
20 15, 2023, Mr. Estrada worked for Defendants as a non-exempt employee, in the role of Warehouse
21 Associate at an Amazon warehouse and fulfillment center located at 27517 Pioneer Avenue in
22 Redlands, California.

23 ***Defendant Amazon.com Services, LLC.***

24 11. Plaintiff is informed and believes and based thereon alleges that Defendant
25 Amazon.com Services, LLC., is a Delaware corporation and now and/or at all times mentioned in this
26 Complaint was, registered with the California Secretary of State and is licensed to do business and
27 actually doing business in the State of California.

28 ***Defendants Does 1 through 25, Inclusive***

12. DOES 1 through 25 inclusive are now and/or at all times mentioned in this Complaint were, licensed to do business and/or actually doing business in the State of California. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of DOES 1 through 25, inclusive and for that reason, DOES 1 through 25 are sued under such fictitious names pursuant to California Code of Civil Procedure, section 474. Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained. DOES 1 through 15 are believed to be business entities who were also co-employers of the Plaintiffs and the other aggrieved employees.

All Defendants

13. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint venturers, and/or partners of each of the other Defendants, and were, at all such times, acting within the course and scope of said employment and/or agency; furthermore, that each and every Defendant herein, while acting as a high corporate officer, director and/or managing agent, principal and/or employer, expressly directed, consented to, approved, affirmed and ratified each and every action taken by the other co-Defendants, as herein alleged and was responsible in whole or in part for the matters referred to herein.

14. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned, Defendants, and each of them, proximately caused Plaintiff, all others similarly situated and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

15. Plaintiff is informed and believes and based thereon alleges that Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuit of said joint venture, partnership and common enterprise and, as such were co-employers of the Plaintiff and the other aggrieved employees.

16. Plaintiff is informed and believes and based thereon alleges that Defendants, and each of them, at all times mentioned in this Complaint, concurred with, contributed to, approved of, aided

1 and abetted, condoned and/or otherwise ratified, the various acts and omissions of each and every one
2 of the other Defendants in proximately causing the injuries and/or damages alleged in this Complaint.

3 **JURISDICTION AND VENUE**

4 17. This Court has jurisdiction over this matter, and under Code of Civil Procedure section
5 395, venue is proper in that Plaintiff's injuries were incurred within the County of San Bernardino;
6 the actions giving rise to Plaintiff's Complaint arose in whole or in part within the County of San
7 Bernardino; and Defendants operate in the County of San Bernardino. Moreover, there are aggrieved
8 employees who reside in San Bernardino and some of whose harms occurred in San Bernardino.

9 18. Plaintiff does not seek more than seventy-five thousand dollars (\$75,000) and waives
10 seeking more than seventy-five thousand dollars (\$75,000), including attorneys' fees but excluding
11 costs and interest, as to their share or portion of penalties or any other recovery with respect to the
12 violations alleged herein against Defendants. This case also raises no federal questions.

13 **FACTUAL ALLEGATIONS**

14 ***Background***

15 19. Amazon.com Services, LLC is a major internet-based retailer of goods and products.
16 Amazon also operates to serve as a middleman between other retailers and Amazon's online
17 customers. Amazon operates several warehouses, sortation/fulfillment centers, and facilities
18 throughout California. Upon information and belief, Amazon maintained, owned, and/or operated at
19 least nine different facilities in California to fulfill customer orders.

20 20. Glenn Estrada worked as a Warehouse Associate at the Amazon warehouse and
21 fulfillment center located in Redlands, California. Initially, Mr. Estrada worked in the capacity as
22 Package Handler at the Amazon warehouse beginning in or around April 2021 until in or around
23 November 2021. Mr. Estrada then returned to Amazon in or around February 2022 and worked there
24 until in or around May 2022. Thereafter, he suffered from a medical condition which forced him out
25 of work for a few months. Mr. Estrada then returned to Amazon on or around April 27, 2023 until he
26 was terminated from his employment in or around August 2023. Throughout his tenure with Amazon,
27 Mr. Estrada was a non-exempt, hourly employee.

28 21. Amazon Warehouse Associates, like Mr. Estrada, (hereinafter "Aggrieved

Employees”) commonly work in excess of 8 hours a day or 40 hours in one week. Mr. Estrada and other Aggrieved Employees are required to show up at the warehouse early to undergo a mandatory COVID-19 medical screening, including temperature checks and/or questionnaires prior to clocking in for the start of their shift. This was and is a routine and continuous mandate. When Mr. Estrada and other Aggrieved Employees wait for and undergo the COVID-19 medical screening process, they are under the control of their employer and must be compensated for that time. The mandatory COVID-19 medical screening also leads to Defendants’ failure to provide Aggrieved Employees with timely legally required meal and rest breaks.

Defendants’ Failure to Pay Minimum Wages and Designated Rates

22. IWC Wage Order, number 4 defines “hours worked” to mean “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

23. Labor Code section 1182.12 and IWC Wage Order, number 4, section 4 formerly provided that on and after January 1, 2008, the minimum wage shall be not less than eight dollars (\$8.00) per hour.

24. Labor Code section 1182.12 and IWC Wage Order, number 4, section 4 provide that on and after on and after January 1, 2022, the minimum wage for all industries shall be not less than fourteen dollars (\$14) per hour, that on and after January 1, 2023, the minimum wage for all industries shall be not less than fifteen dollars and fifty cents (\$15.50) per hour, and that on and after January 1, 2024, the minimum wage for all industries shall be not less than sixteen dollars (\$16) per hour,

25. Labor Code section 1194(a) provides in relevant part: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage [] is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage [], including interest thereon, reasonable attorney’s fees, and costs of suit.”

26. Labor Code section 1194.2(a) provides in relevant part: “In any action under Section 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

1 27. Labor Code section 1197 provides: “The minimum wage for employees fixed by the
2 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
3 minimum so fixed is unlawful.”

4 28. Defendants’ non-exempt employees, including Amazon team members, are paid on an
5 hourly basis for their time spent working. Hours worked include, but are not limited to, all hours that
6 an employee is permitted or suffered to work including, but not limited to, off-the-clock work that an
7 employer either knew or should have known that an employee was performing.

8 29. As a matter of policy and/or practice, Defendants routinely failed to compensate
9 Amazon team members based on the actual time worked but instead only paid Aggrieved Employees
10 for the actual time clocked in and clocked out, without accounting for mandatory pre-shift time. This
11 leads to widespread underpayment of wages.

12 30. California law requires that an employer compensate an employee for all hours worked.
13 See Industrial Welfare Commission Wage Order 1-2001, § 2(G) (“‘Hours worked’ means the time
14 during which an employee is subject to the control of an employer and includes all the time the
15 employee is suffered or permitted to work, whether or not required to do so.”) Labor Code § 204;
16 *Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 584-586 (2000); *See also Troester v. Starbucks Corp.*,
17 421 P.3d 1114 (2018) (recent California Supreme Court decision affirming that relevant statutes and
18 wage order do not allow employers to require employees to routinely work for minutes off-the-clock
19 without compensation.) Defendants’ practice of not paying Aggrieved Employees’ for mandatory pre-
20 shift time spent under Defendants’ control runs in direct violation of the California Labor Code as
21 specified herein.

22 ***Defendants’ Failure to Pay Overtime Compensation***

23 31. Labor Code Section 1194 provides that an employee receiving less than the legal
24 overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount of
25 this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees,
26 and costs of suit.

27 32. Labor Code Section 510(a) states: “Any work in excess of eight hours in one workday
28 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the

1 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
2 one-half times the regular rate of pay for an employee.” Labor Code Section 510(a) further states:
3 “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
4 regular rate of pay for an employee.” Labor Code Section 510(a) further states: “[A]ny work in excess
5 of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice
6 the regular rate of pay of an employee.”

7 33. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment
8 of overtime wages equal to one and one-half (1 1/2) times an employee’s regular rate of pay for all
9 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for payment
10 of overtime wages equal to double the employee’s regular rate of pay for all hours worked in excess
11 of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8) hours on the
12 seventh (7th) day of work in any one workweek.

13 34. Plaintiff was classified as non-exempt by Defendants and was therefore entitled to
14 overtime compensation for all hours worked in excess of the hours and time specified in the Wage
15 Order, statutes and regulations identified herein.

16 35. As a matter of policy and/or practice, Plaintiff was frequently required to perform work
17 before his scheduled shifts. However, as a matter of policy and/or practice, Defendants only
18 compensated Plaintiff for time when he was permitted to clock-in.

19 36. Accordingly, Defendants failed to properly record the actual hours worked by Plaintiff
20 and thus failed to pay overtime wages for the actual amount of overtime hours worked.

21 37. Additionally, Defendants improperly calculated the amount of overtime wages owing
22 as they did not consider the actual hours worked and earned by Plaintiff, and thus failed to pay Plaintiff
23 all overtime wages due.

24 ***Defendants’ Failure to Provide Timely Meal Breaks***

25 38. Plaintiff did not waive his meal periods, by mutual consent with Defendants or
26 otherwise. Plaintiff did not enter into any written agreement with Defendants agreeing to an on-the-
27 job paid meal period. Nevertheless, Defendants implemented a uniform policy and procedure in which
28 Plaintiff was not provided timely required duty-free meal periods.

1 39. Plaintiff is informed and believes and based thereon alleges that Defendants failed to
2 effectively communicate California meal period requirements to their non-exempt employees,
3 including Plaintiff and other Aggrieved Employees.

4 40. Plaintiff is further informed and believes and based thereon alleges that as a matter of
5 policy and/or practice, Defendants routinely failed to provide their non-exempt employees, including
6 Plaintiff and other Aggrieved Employees, with timely meal periods. Defendants did this by requiring
7 Plaintiff and the other non-exempt employees to take their meal periods in accordance with their
8 scheduled shift times and not actual shift start times.

9 41. Additionally, Amazon team members, including Plaintiff, are also not trained nor given
10 any instruction about California-mandated, code-compliant meal and rest breaks. The fact that
11 Aggrieved Employees, like Plaintiff, are not compensated for pre-shift work furthermore creates a
12 presumption that Amazon team members, like Mr. Estrada, do not take statutorily compliant and
13 mandated meal and rest breaks.

14 42. Accordingly, throughout the Relevant Time Period, Defendants regularly:

- 15 a. Failed to provide Plaintiff and the other Aggrieved Employees with a timely first
16 meal period of not less than thirty (30) minutes during which they were relieved
17 of all duty before working more than five (5) hours;
- 18 b. Failed to provide Plaintiff and the other Aggrieved Employees with a timely
19 second meal period of not less than thirty (30) minutes during which they are
20 relieved of all duty before working more than ten (10) hours per day; and
- 21 c. Failed to pay Plaintiff and the other Aggrieved Employees one hour of pay at their
22 regular rate of compensation for each workday that a timely meal period was not
23 provided.

24 ***Defendants' Failure to Provide Timely Rest Breaks***

25 43. At all times relevant hereto, Labor Code section 226.7 and IWC Wage Order, number
26 4, section 12 required employers to authorize, permit, and provide a ten (10) minute paid rest for each
27 four (4) hours of work, during which employees are relieved of all duty.

28 44. At all times relevant hereto, Labor Code Section 226.7(b) and IWC Wage Order,

number 4, section 12 required employers to pay one hour of additional pay at the regular rate of compensation for each employee and each workday that a proper rest period is not provided.

45. Plaintiff is informed and believes and based thereon alleges that Defendants failed to effectively communicate California rest period requirements to their non-exempt employees, including Plaintiff and other Aggrieved Employees. Plaintiff is further informed and believes and based thereon alleges that throughout the Relevant Time Period Defendants failed to schedule timely rest periods.

46. Throughout the Relevant Time Period, Plaintiff and the other aggrieved employees were routinely denied timely rest breaks they were entitled to under California law.

47. Specifically, throughout the Relevant Time Period, Defendants regularly:

- a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the other aggrieved employees were relieved of all duty for each four (4) hours of work;
- b. Failed to compensate Plaintiff and the other aggrieved employees for break time when breaks were taken; and
- c. Failed to pay Plaintiff and the other aggrieved employees one (1) hour of pay at their regular rate of compensation for each workday that a timely rest period was not permitted.

Defendants' Failure to Pay All Wages Due at Termination of Employment

48. At all times relevant hereto, Labor Code § 201 required an employer that discharges an employee to pay compensation due and owing to said employee immediately upon discharge. Labor Code Sections 202 requires an employer to pay an employee who quits any compensation due and owing to said employee within seventy-two (72) hours of an employee's resignation. Labor Code Section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under Sections 201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) workdays.

49. Defendants willfully and knowingly failed to pay Plaintiff and the other aggrieved employees, upon termination of employment, all accrued compensation including payment of minimum wage compensation, missed meal and rest periods compensation and for time spent performing work off the clock at Defendants' direction.

1 ***Defendants’ Failure to Provide Accurate, Itemized Wage Statements***

2 50. At all times relevant hereto, Labor Code section 226 and IWC Wage Order, number 4,
3 section 7 required employers to maintain adequate employment records and provide employees with
4 accurate itemized wage statements showing gross wages, total hours worked, all applicable hourly
5 rates worked during each pay period, the corresponding number of hours worked at each hourly rate,
6 and meal breaks taken.

7 51. Wage statements provided to Plaintiff and the other aggrieved employees by
8 Defendants do not show all wages earned, all hours worked, or all applicable rates, in violation of the
9 Labor Code section 226, and IWC Wage Order number 4, section 7.

10 52. Moreover, Defendants did not maintain adequate records of all wages earned, hours
11 worked, and breaks taken.

12 ***Exhaustion of Administrative Remedies***

13 53. Plaintiff has complied with the procedures for bringing suit specified in California
14 Labor Code Section 2699.3. By letter dated January 25, 2024 Plaintiff, on behalf of himself and the
15 other aggrieved employees, gave written notice by electronic mail and certified mail to the Labor and
16 Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the
17 California Labor Code alleged to have been violated, including the facts and theories to support the
18 alleged violations. Attached as Exhibit “1” is a true and correct copy of the referenced letter.

19 54. More than sixty-five (65) calendar days have passed since Plaintiffs provided the
20 LWDA with written notice. To date, Plaintiffs have not received any written notice nor been notified
21 from the LWDA that it does intend to investigate the violations of the California Labor Code alleged
22 herein.

23 **FIRST CAUSE OF ACTION**

24 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

25 **(On Behalf of Plaintiff and the Other Aggrieved Employees Against All Defendants)**

26 55. Plaintiff incorporates by reference the allegations set forth above.

27 56. As set forth above, Plaintiff has complied with the procedures for bringing suit
28 specified in California Labor Code Section 2699.3. By letter dated January 25, 2024 Plaintiff, on

1 behalf of himself and the other aggrieved employees, gave written notice by certified mail to the
2 LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been
3 violated, including the facts and theories to support the alleged violations. A true and correct copy of
4 the written notice letter is attached hereto as **Exhibit 1**. More than sixty-five (65) calendar days have
5 passed since Plaintiffs provided the LWDA with written notice. To date, Plaintiff has not received
6 any written notice nor been notified from the LWDA that it does intend to investigate the violations
7 of the California Labor Code alleged herein.

8 57. This action arises out of the allegedly unlawful labor practices of Defendants in
9 California. Through this private attorneys' general action, Plaintiff represents himself, and other
10 aggrieved employees of Defendants that were in California, against whom Defendants have allegedly
11 committed labor law violations alleged herein. As a result of the allegedly unlawful conduct described
12 herein, Plaintiff now seek to recover civil penalties, including the value of unpaid wages, attorneys'
13 fees and costs, pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code
14 Sections 558 and 2698, *et seq.*

15 58. Labor Code Section 1198 makes it unlawful for an employer to employ an employee
16 under conditions that violate the applicable Wage Order.

17 59. Plaintiff is informed and believes that throughout the Relevant Time Period,
18 Defendants have applied centrally devised policies and practices to Plaintiff and the other aggrieved
19 employees with respect to wages, hours, and working conditions.

20 **Failure to Pay Minimum Wages and Designated Rates**

21 60. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
22 that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees
23 and the payment of a wage less than the minimum so fixed is unlawful. Additionally, Code Section
24 1198 makes it unlawful for an employer to employ an employee under conditions that violate the
25 applicable Wage Order.

26 61. Where any statute or contract requires an employer to maintain the designated wage
27 scale, Labor Code Section 223 makes it unlawful for an employer to secretly pay a lower wage while
28 purporting to pay the wage designated by statute or by contract.

1 62. At all relevant times, Defendants maintained a policy and practice of requiring Plaintiff
2 and the other aggrieved employees to remain under Defendants' control without paying therefore,
3 which resulted in them earning less than the legal minimum wage in the State of California for all
4 hours worked.

5 63. Defendants' failure to pay Plaintiff and other aggrieved employees minimum wages
6 violates California Labor Code sections 223, 1182.12, 1194, and 1197. Plaintiff and other aggrieved
7 employees are entitled to recover civil penalties pursuant to sections 1197.1 and 2699(a), (f), and (g).

8 **Failure to Pay Overtime Compensation**

9 64. Labor Code Section 1194 provides that an employee receiving less than the legal
10 overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount of
11 this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees,
12 and costs of suit.

13 65. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday
14 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
15 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
16 one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states:
17 "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
18 regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in excess
19 of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice
20 the regular rate of pay of an employee."

21 66. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment
22 of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all
23 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for payment
24 of overtime wages equal to double the employee's regular rate of pay for all hours worked in excess
25 of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8) hours on the
26 seventh (7th) day of work in any one workweek.

27 67. Plaintiff and the other aggrieved employees were classified as non-exempt by
28 Defendants and were therefore entitled to overtime compensation for all hours worked in excess of the

1 hours and time specified in the Wage Order, statutes and regulations identified herein.

2 68. As a matter of policy and/or practice, Plaintiff and the other aggrieved employees were
3 frequently required to performed work before their scheduled shifts. Despite this, Defendants required
4 Plaintiff and the other aggrieved employees to clock-in at their scheduled shift time, thus purporting
5 to show an eight-hour day with a legally compliant meal break, thus causing Plaintiff and the other
6 aggrieved employees to not receive pay for all hours worked.

7 69. Accordingly, Defendants failed to properly record the actual hours worked by Plaintiff
8 and other aggrieved employees, and thus failed to pay overtime wages for the actual amount of
9 overtime hours worked.

10 **Failure to Provide Timely Meal and Rest Breaks**

11 70. Labor Code Section 512 and Section 11 of the Wage Order impose an affirmative
12 obligation on employers to provide non-exempt employees with uninterrupted, duty-free, meal periods
13 of at least thirty (30) minutes for each work period of five (5) or more hours, and to provide them with
14 two uninterrupted, duty-free, meal periods of at least thirty (30) minutes for each work period of more
15 than ten (10) hours.

16 71. Labor Code Section 226.7 and Section 11 of the Wage Order prohibit employers from
17 requiring employees to work during required meal periods and require employers to pay non-exempt
18 employees an additional hour of premium wages on each workday that the employee is not provided
19 with a required meal period.

20 72. Plaintiff is informed and believes and thereon alleges that, at relevant times during the
21 applicable limitations period, Defendants failed to provide Plaintiff with a timely uninterrupted meal
22 period of at least thirty (30) minutes on each day that he worked five (5) or more hours, as required by
23 Labor Code Section 512 and the Wage Order, as a result of duties and schedules that did not permit
24 him to take all legally required meal periods.

25 73. Plaintiff is informed, believes, and thereon alleges that, at relevant times during the
26 applicable limitations period, Defendants maintained a policy or practice of not providing the other
27 aggrieved employees with timely uninterrupted meal periods of at least thirty (30) minutes for each
28 five (5) hour work period, as required by Labor Code Section 512 and the Wage Order, as a result of

1 duties and schedules that do not permit them to take all legally required meal periods.

2 74. Plaintiff is informed, believes, and thereon alleges that at relevant times during the
3 applicable limitations period, Defendants failed to provide Plaintiff with two timely uninterrupted
4 meal periods of at least thirty (30) minutes on each day that he worked ten (10) or more hours, as
5 required by Labor Code Section 512 and the Wage Order, as a result of duties and schedules that do
6 not permit him to take all legally required meal periods.

7 75. Plaintiff is informed, believes, and thereon alleges that at relevant times during the
8 applicable limitations period, Defendants failed to provide the other aggrieved employees with two
9 timely uninterrupted meal periods of at least thirty (30) minutes on each day that they worked ten
10 (10) or more hours, as required by Labor Code Section 512 and the Wage Order, as a result of duties
11 and schedules that do not permit them to take all legally required meal periods.

12 76. Section 12 of the Wage Order imposes an affirmative obligation on employers to permit
13 and authorize employees to take required rest periods at a rate of no less than ten (10) minutes of net
14 rest time for each four (4) hour work period, or major portion thereof, that must be in the middle of
15 each work period insofar as is practicable.

16 77. Labor Code Section 226.7 and Section 12 the Wage Order prohibit employers from
17 requiring employees to work during required rest periods and require employers to pay non-exempt
18 employees an additional hour of premium wages on each workday that the employee is not provided
19 with the required rest period.

20 78. At relevant times during the applicable limitations period, Defendants failed to provide
21 Plaintiff with timely net rest periods of at least ten (10) minutes for each four (4) hour work period, or
22 major portion thereof, as required by the Wage Order, as a result of duties and schedules that do not
23 permit Plaintiff to take all legally required rest breaks.

24 79. Plaintiff is informed, believes, and thereon allege that, at relevant times during the
25 applicable limitations period, Defendants maintained a policy or practice of not providing the other
26 aggrieved employees with timely net rest periods of a least ten (10) minutes for each four (4) hour
27 work period, or major portion thereof, as required by the Wage Order, as a result of duties and
28 schedules that do not permit them to take all legally required rest breaks.

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1 employees were entitled to receive, semimonthly or at the time of each payment of wages, an accurate
2 itemized statement showing: (a) gross wages earned; (b) net wages earned; (c) all applicable hourly
3 rates in effect during the pay period; and (d) the corresponding number of hours worked at each hourly
4 rate by the employee.

5 86. Defendants failed to provide Plaintiff with accurate itemized statements in accordance
6 with California Labor Code Section 226(a) by providing Plaintiff with wage statements with
7 inaccurate entries for hours worked, corresponding rates of pay, and total wages earned as a result of
8 the unlawful labor and payroll practices described herein.

9 87. Plaintiff is informed and believes and thereon alleges that, at all relevant times during
10 the applicable limitations period, Defendants maintained a policy or practice of not providing
11 aggrieved employees with accurate itemized wage statements by providing them with wage statements
12 with inaccurate entries for hours worked, corresponding rates of pay, total wages and deductions from
13 wages earned as a result of the unlawful labor and payroll practices described herein.

14 88. Plaintiff is informed and believes and thereon alleges that Defendants' failure to
15 provide him and the other aggrieved employees with accurate written wage statements is knowing and
16 intentional.

17 89. Plaintiff is informed and believes and thereon alleges that Defendants had the ability to
18 provide him and the aggrieved employees with accurate wage statements, but intentionally provided
19 wage statements that they knew are not accurate.

20 90. As a result of being provided with inaccurate wage statements by Defendants, Plaintiff
21 and the aggrieved employees have suffered an injury. Their legal rights to receive accurate wage
22 statements were violated and they were misled about the amount of wages they had actually earned
23 and were owed. In addition, the absence of accurate information on their wage statements prevented
24 immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical
25 computations to determine the amounts of wages owed, has caused difficulty and expense in
26 attempting to reconstruct time and pay records, and/or has led to the submission of inaccurate
27 information about wages and amounts deducted from wages to state and federal government agencies.

28 91. California Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on

1 behalf of themselves and other current or former employees, to bring a civil action to recover civil
2 penalties pursuant to the procedures specified in California Labor Code Section 2699.3.

3 **Section 558 Penalties**

4 92. The PAGA claims are also brought against Defendants pursuant to provisions of the
5 labor code including § 558 which permits liability of persons or employers who violate or cause to be
6 violated Labor Code and IWC regulations. California Labor Code Section 2699.

7 93. The PAGA states:

8 Notwithstanding any other provision of law, any provision of this code that
9 provides for a civil penalty to be assessed and collected by the Labor and Workforce
10 Development Agency or any of its departments, divisions, commissions, boards,
11 agencies, or employees, for a violation of this code, may, as an alternative, be
12 recovered through a civil action brought by an aggrieved employee on behalf of
13 herself or herself and other current or former employees...

14 94. One provision of law enforceable through PAGA is Labor Code § 558, which states
15 the following:

16 (a) Any employer or other person acting on behalf of an employer who violates, or
17 causes to be violated, a section of this chapter or any provision regulating hours and
18 days of work in any order of the Industrial Welfare Commission shall be subject to
19 a civil penalty as follows:

20 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
21 each pay period for which the employee was underpaid in addition to any amount
22 sufficient to recover underpaid wages.

23 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
24 employee for each pay period for which the employee was underpaid in addition to
25 an amount sufficient to recover underpaid wages...

26 **Penalties Authorized by PAGA**

27 95. Pursuant to California Labor Code sections 2699(a) and (f), Plaintiff and the other
28 aggrieved employees of Defendants are entitled to, and seek to, recover civil penalties for Defendants'
29 violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 221, 223, 225.5, 226, 226.3,
30 226.7, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194-1197.1, 1198, 2802, and 2698 *et seq.*, during
31 the applicable limitations period in the following amounts:

- 32 a. For violations of California Labor Code sections 200, 201, 202, 203, 226.7, and 2751,
33 one hundred dollars (\$100.00) for each aggrieved employee per pay period for each
34 initial violation and two hundred dollars (\$200.00) for each aggrieved employee per
35 pay period for each subsequent violation (penalty amounts established by California

Labor Code Section 2699(f)(2));

- b. For violations of California Labor Code Section 1197, one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars and fifty (\$250.00) for each aggrieved employee per pay period for each subsequent violation regardless of whether the initial violation is intentionally committed (penalty amounts established by California Labor Code § 1197.1);
- c. For violations of California Labor Code Sections 221, one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee for each subsequent or willful violation (penalty amounts established by California Labor Code § 225.5);
- d. For violations of California Labor Code Section 1174, five hundred dollars (\$500.00) for each of Defendants' violations in addition to any other penalties or fines permitted by law (penalty amounts established by California Labor Code § 1174.5);
- e. For violations of California Labor Code Section 226, two hundred fifty dollars (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per employee for each subsequent violation (penalty amounts established by California Labor Code Section 226.3);
- f. For violations of California Labor Code Section 1174, five hundred dollars (\$500) for each of Defendants' violations in addition to any other penalties or fines permitted by law (penalty amounts established by California Labor Code Section 1174.5);
- g. For violations of California Labor Code section 512 and, Wage Order 4-2001 Sections 9, 11, and 12, fifty dollars (\$50.00) for each aggrieved employee for each initial violation for pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages and one hundred dollars (\$100.00) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages (penalty

amounts established by California Labor Code Section 558).

- h. For violations of California Labor Code Section 558, fifty dollars (\$50.00) for initial violation, fifty dollars (\$50.00) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages; for each subsequent violation, one hundred dollars (\$100.00) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

96. Pursuant to California Labor Code Section 2699(g), Plaintiff, on behalf of himself and the other aggrieved employees, are entitled to an award of reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

Wherefore, Plaintiff on behalf of himself and on behalf of the aggrieved employees, prays for judgment against Defendants as follows:

- a. Civil penalties;
- b. Other penalties and fines permitted by law;
- c. Costs of suit;
- d. Reasonable attorneys' fees;
- e. Pre-judgment and post-judgment interest as provided by law; and
- f. Such other and further relief as the Court deems just and proper.

DATED: April 10, 2024

BOYAMIAN LAW, INC.

By: _____


Michael H. Boyamian
Tamar Chobanian
Attorneys for Plaintiff GLENN ESTRADA
Other Aggrieved Employees, and the
General Public

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, individually and on behalf of all other aggrieved employees, demands a jury
3 trial of this matter on all claims so triable.

4
5 Dated: April 10, 2024

BOYAMIAN LAW, INC.

6
7 By: _____



8 Michael H. Boyamian
9 Tamar Chobanian
10 Attorneys for Plaintiff GLENN ESTRADA,
11 Other Aggrieved Employees, and the
12 General Public
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