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and all others similarly situated

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

MONAY JONES, an individual, and
MATTHEW RIDGWAY, an individual, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

AMAZON.COM SERVICES, LLC, a
Delaware Corporation,

Defendant.

Case No. 3:23-cv-06211-AMO

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- (1) FAILURE TO PAY REGULAR
AND/OR OVERTIME WAGES;**
- (2) FAILURE TO PAY REPORTING
TIME PAY;**
- (3) FAILURE TO PROVIDE MEAL
PERIODS;**
- (4) FAILURE TO PROVIDE REST
PERIODS;**
- (5) FAILURE TO FURNISH TIMELY
AND ACCURATE WAGE
STATEMENTS;**
- (6) FAILURE TO PAY ALL WAGES
DUE UPON TERMINATION;**
- (7) VIOLATION OF CALIFORNIA’S
UNFAIR COMPETITION LAW**

(“UCL”), Bus. & Prof. Code §§ 17200,
et seq.;
(8) VIOLATION OF PRIVATE ATTORNEYS
GENERAL ACT (PAGA), Cal. Lab. Code
§§ 2698, *et seq.*)

DEMAND FOR JURY TRIAL

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1 Plaintiffs MONAY JONES and MATTHEW RIDGWAY (“Plaintiffs”), by and through
 2 their attorneys of record, bring this Class Action Complaint against AMAZON.COM SERVICES,
 3 LLC (“Amazon” or “Defendant”), and respectfully allege the following:

4 **NATURE OF THE ACTION**

5 1. This is a class action for wage and labor violations arising out of Defendant’s failure
 6 to pay wages for all time worked, failure to provide timely and uninterrupted meal and rest periods,
 7 failure to provide reporting time pay and for derivative claims.

8 2. As set forth below, Defendant failed to pay its employees wages, including overtime
 9 wages for work in excess of 8 hours a day or 40 hours a week, for time spent attending training,
 10 time they were required to perform work during their meal periods, and for time when split shifts
 11 exceeded 8 hours in a day; failed to provide timely and uninterrupted meal and rest periods to its
 12 California non-exempt employees in violation of California Labor Code sections 512 and 226.7,
 13 and the applicable Industrial Wage Order; failed to pay its employees one hour of pay at the regular
 14 rate of compensation for each instance that Defendant failed to provide statutorily mandated rest
 15 periods and timely off-duty meal periods; failed to furnish timely and accurate wage statements;
 16 failed to pay all wages due upon termination; and, is in violation of California’s Unfair Competition
 17 Law (“UCL”) and Private Attorneys General Act of 2004 (“PAGA”).

18 3. Plaintiffs seek to represent all those similarly situated who are or were residents of
 19 the State of California.

20 **JURISDICTION AND VENUE**

21 4. This Court has diversity jurisdiction over this action, under 28 U.S.C. § 1332. All
 22 Plaintiffs are citizens of California and Defendant is a citizen of Delaware and Washington.

23 5. In addition, this Court also has original jurisdiction over this action pursuant to the
 24 Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d). CAFA grants federal district
 25 courts original jurisdiction over civil class action lawsuits filed under federal or state law in which
 26 there are at least 100 members of the class, and any member of a class of plaintiffs is a citizen of a
 27 state different from any defendant, and the matter in controversy exceeds \$5,000,000, exclusive of
 28 interest and costs. 28 U.S.C. § 1332(d).

1 other Defendants, and that all acts alleged herein occurred within the course and scope of said
2 agency, employment, partnership, and joint venture, conspiracy or enterprise, and with the express
3 and/or implied permission, knowledge, consent, authorization and ratification of their co-
4 defendants.

5 FACTS

6 12. Between approximately March 2022 to approximately October 2022, Plaintiff
7 MONAY JONES was employed by Defendant, as a non-exempt, hourly-paid seasonal Warehouse
8 Associate at Defendant's sortation facilities in Santa Clarita and Valencia, California. Plaintiff's
9 duties included sorting, scanning, and stacking packages on pallets, and helping to get customer
10 orders ready for delivery. The packages Plaintiff JONES handled included packages moving from
11 other states into California.

12 13. Between approximately August 2020 to June 15, 2023, Plaintiff RIDGWAY was
13 employed by Defendant, as a non-exempt, hourly-paid full-time Packer, Problem Solver, and
14 Material Handler at Defendant's warehouse in Rialto, California. Plaintiff's duties as a Packer
15 included getting customers' orders ready and packaging them for shipment. Plaintiff's duties as a
16 Problem Solver included handling missing items, items with wrong bar code labels or items that
17 have been rejected by the system as unscannable. Plaintiff's duties as a Material Handler included
18 processing and storage of warehouse materials, receiving and transporting materials and equipment,
19 performing inventory management responsibilities, and packing and shipping products. The
20 packages Plaintiff RIDGWAY handled included packages moving from other states into California.

21 14. Plaintiff JONES worked part-time and was typically scheduled to work four hours
22 per shift from 10:50 p.m. to 2:50 a.m. However, Plaintiff JONES often picked up an additional shift
23 of at least four hours, but most of the time it was an additional five to six hours of work, continuing
24 into the following day. Plaintiff JONES would then arrive back at work for her next shift at 10:50
25 p.m. Plaintiff JONES was not paid for the time she worked over eight hours in a calendar workday
26 at the appropriate overtime rate. When Plaintiff JONES complained to the manager that she was not
27 being paid for her overtime hours at the correct rate, she was incorrectly told that it is not overtime
28 because the next shift counts as a new day, even though Plaintiff JONES is often working nine to

1 ten hours per calendar day. See Cal. Labor Code § 500 (“Workday” means any consecutive 24-hour
2 period commencing at the same time each calendar day.”). Amazon has taken this position to avoid
3 paying overtime to thousands of seasonal workers such as Plaintiff who Amazon knows work
4 consecutive shifts over 8 hours in length.

5 15. Additionally, at times Plaintiff JONES worked shifts over ten (10) hours but did not
6 receive a second meal break.

7 16. Plaintiff RIDGWAY worked full-time and was scheduled to work four, 10-hour
8 shifts per week. During the busier seasons, Plaintiff RIDGWAY was required to work Mandatory
9 Extra Time (“MET”). Plaintiff RIDGWAY and Class Members were prevented from taking time
10 off during this time period. Sometimes, these extra hours were scheduled at the last minute, even as
11 late as the evening before the start of the regular shift. If Plaintiff RIDGWAY and Class Members
12 were not able to work the extra hours, they were required to use their unpaid time off.

13 17. Additionally, Plaintiff RIDGWAY was not paid for all time spent in mandatory
14 training. Plaintiff RIDGWAY was required to complete training, including cross training videos.
15 Plaintiff RIDGWAY had to complete the training on his own time, either during a meal or rest
16 break or at home, and sometimes with short deadlines in which to complete it. Plaintiff RIDGWAY
17 and Class Members were not paid for this time completing mandatory training.

18 18. Further, there were times when Plaintiff RIDGWAY reported to work for his
19 scheduled 10-hour shifts and only worked for one to two hours and was then sent home early.
20 Plaintiff RIDGWAY and Class Members were forced to use Voluntary Time Off or (“VTO”) if
21 they reported to work and it was not busy so they were sent home. VTO is unpaid, and if Plaintiff
22 RIDGWAY refused, he would be punished with less favorable assignments. Plaintiff RIDGWAY
23 and Class Members were not paid the proper reporting time pay for each instance they reported to
24 work and were sent home after only one to two hours.

25 19. Often, Plaintiff RIDGWAY could not take his meal break until after the end of his
26 fifth hour of work and/or was required to clock out as if he was taking a meal break but had to
27 continue working due to press of business. If Plaintiff RIDGWAY did not clock out for the meal
28 breaks that he was unable to take, he would be called into human resources and warned not to do

1 this again. Out of fear of losing his employment, Plaintiff RIDGWAY would clock out for meal
2 periods but was required to continue working. Plaintiff RIDGWAY was not paid a meal period
3 premium for these missed or interrupted meal periods.

4 20. In addition, Plaintiff RIDGWAY did not receive duty-free rest breaks. When
5 Plaintiff RIDGWAY worked as a Problem Solver, he was often too busy due to business demands
6 and did not get any rest breaks at all. Most often, Plaintiff RIDGWAY would not leave his
7 workstation to take his rest breaks, and as a result would be interrupted with work. Plaintiff
8 RIDGWAY and Class Members were not paid a rest period premium for these non-compliant rest
9 periods.

10 21. Further, because of the above-referenced violations of the Labor Code and
11 applicable Wage Order, Plaintiffs and other Class Members' wage statements failed to correctly
12 state the rate of pay for regular and/or overtime wages, reporting time pay, meal and rest break
13 premiums, and consequently the gross and net wages due, among other required information.
14 Because of Defendant's failure to list the correct gross wages earned, net wages, and meal and rest
15 break premiums earned on wage statements, Plaintiffs and other Class Members have been
16 prevented from verifying, solely from information on the wage statements themselves, that they
17 were paid correctly and in full.

18 22. Upon information and belief, the above-mentioned unlawful employment practices
19 by Defendant were applied the same to all Warehouse Associates, including Packers, Problem
20 Solvers, Material Handlers, and/or other non-exempt, hourly-paid employees who held similar job
21 titles and/or performed similar duties in all of Defendant's warehouses in the State of California.

22 23. Defendant's conduct, as alleged here, has caused Plaintiffs and Class Members
23 damages including, but not limited to, loss of wages and compensation. Defendant is liable to
24 Plaintiffs and the Classes for failing to pay meal and rest break premiums, failing to pay all
25 straight-time and/or overtime wages owed for each pay period, failing to pay reporting time pay,
26 failing to provide timely and accurate wage statements, failing to pay all wages due upon
27 termination, and unfair competition.

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24. Plaintiffs are members of, and seek to be representatives for, the Classes of similarly-situated employees who all have been exposed to, have suffered, and/or were permitted to work under Defendant's unlawful employment practices as alleged herein.

EXHAUSTION OF PAGA NOTICE REQUIREMENT

25. Plaintiff RIDGWAY exhausted the notice requirement by filing a complaint with the Labor and Workforce Development Agency ("LWDA") in his letter dated January 2, 2024, as required under the California Labor Code Private Attorneys General Act ("PAGA"). A true and correct copy of Plaintiff's letter is attached hereto as Exhibit A. The LWDA did not assume jurisdiction over the applicable penalty claims alleged; therefore, Plaintiff has exhausted the procedural requirement under the PAGA to pursue any and all penalty claims as provided under the PAGA.

CLASS DEFINITIONS AND CLASS ALLEGATIONS

26. Pursuant to Fed. R. Civ. P., Rules 23(a) and 23(b), Plaintiffs bring this action individually and on behalf of all similarly-situated individuals.

27. Plaintiff JONES brings this action on behalf of herself and on behalf of all others similarly situated, and as members of the Part Time/Seasonal Employee Class she seeks to represent. The class period is from four years prior to the filing of the Complaint in this action until the trial of this action ("Class Period.") The Part Time/ Seasonal Employee Class is defined as:

All current and former non-exempt, hourly-paid Warehouse Associates, including at Sortation Facilities and XL/bigger Items Facilities, and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, who were employed by Defendant in California as part time and/or seasonal employees during the time period commencing four years before this complaint was filed, and until the present ("Class Period") ("Part Time/ Seasonal Employee Class")

28. Plaintiff JONES further seeks to represent the following subclasses:

The Part Time/ Seasonal Employee Overtime Wages Subclass

"All current and former non-exempt, hourly-paid Warehouse Associates, including at Sortation Facilities and XL/bigger Items Facilities, and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, employed by Defendant in California as part time and/or seasonal employees during the Class Period, and who worked at least one shift longer than eight hours in a workday and/or worked more

than 40 hours during the workweek.”

The Part Time/ Seasonal Employee Meal Break Subclass

“All current and former non-exempt, hourly-paid Warehouse Associates, including at Sortation Facilities and XL/bigger Items Facilities, and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, employed by Defendant in California as part time and/or seasonal employees during the Class Period, and who worked at least one shift longer than five hours in a workday.”

The Part Time/ Seasonal Employee Rest Break Subclass

“All current and former non-exempt, hourly-paid Warehouse Associates, including at Sortation Facilities and XL/bigger Items Facilities, and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, employed by Defendant in California as part time and/or seasonal employees during the Class Period and who worked at least one shift longer than three and a half hours in a workday.”

The Part Time/ Seasonal Employee Itemized Wage Statement Subclass

“All current and former non-exempt, hourly-paid Warehouse Associates, including at Sortation Facilities and XL/bigger Items Facilities, and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, employed by Defendant in California as part time and/or seasonal employees during the Class Period, and who have received at least one wage statement from Defendant.”

The Part Time/ Seasonal Employee Waiting Time Penalties Subclass

“All members of the Part Time/ Seasonal Employee Class, Overtime Wages Part Time/ Seasonal Employee Subclass, Meal Break Part Time/ Seasonal Employee Subclass, and the Part Time/ Seasonal Employee Rest Break Subclass who separated employment with Defendant at any point during the past three (3) years prior to the filing of this action.”

The Part Time/ Seasonal Employee UCL Subclass

“All current and former non-exempt, hourly-paid Warehouse Associates, including at Sortation Facilities and XL/bigger Items Facilities, and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, employed by Defendant in California as part time and/or seasonal employees during the Class Period, regarding whom Defendant have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC sections 17200, *et seq.* as specifically described herein.”

29. Plaintiff RIDGWAY brings this action on behalf of himself and on behalf of all others similarly situated, and as members of the Full-Time Employee Class he seeks to represent. The class period is from four years prior to the filing of the Complaint in this action until the trial of this action (“Class Period.”) The Full Time Employee Class is defined as:

All current and former non-exempt, hourly-paid Warehouse Employees, including Packers, Problem Solvers, Material Handlers and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, who were employed by Defendant in California as full-time employees during the time period

commencing four years before this complaint was filed, and until the present (“Class Period”) (“Full-Time Employee Class”)

30. Plaintiff RIDGWAY further seeks to represent the following subclasses:

The Full-Time Employee Regular Wages Subclass

“All current and former non-exempt, Warehouse Employees, including hourly-paid Packers, Problem Solvers, Material Handlers and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, employed by Defendant in California as full-time employees during the Class Period, and who worked at least one shift less than eight hours in a workday and/or worked less than 40 hours during the workweek.”

The Full-Time Employee Reporting Time Pay Subclass

“All current and former non-exempt, hourly-paid Warehouse Employees, including Packers, Problem Solvers, Material Handlers and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, employed by Defendant in California as full-time employees during the Class Period, and who worked less than half their scheduled day’s work.”

The Full-Time Employee Overtime Wages Subclass

“All current and former non-exempt, hourly-paid Warehouse Employees, including Packers, Problem Solvers, Material Handlers and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, employed by Defendant in California as full-time employees, and who worked at least one shift longer than eight hours in a workday and/or worked more than 40 hours during the workweek.”

The Full-Time Employee Meal Break Subclass

“All current and former non-exempt, hourly-paid Warehouse Employees, including Packers, Problem Solvers, Material Handlers and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, employed by Defendant in California as full-time employees, and who worked at least one shift longer than five hours in a workday.”

The Full-Time Employee Rest Break Subclass

“All current and former non-exempt, hourly-paid Warehouse Employees, including Packers, Problem Solvers, Material Handlers and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, employed by Defendant in California as full-time employees, and who worked at least one shift longer than three and a half hours in a workday.”

The Full-Time Employee Itemized Wage Statement Subclass

“All current and former non-exempt, hourly-paid Warehouse Employees, including Packers, Problem Solvers, Material Handlers and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, employed by Defendant in California as full-time employees, and who have received at least one wage statement from Defendant.”

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The Full-Time Employee Waiting Time Penalties Subclass

“All members of the Full-Time Employee Class, Regular Wages Full-Time Employee Subclass, Reporting Time Pay Full-Time Employee Subclass, Overtime Wages Full-Time Employee Subclass, Meal Break Full-Time Employee Subclass, and the Rest Break Full-Time Subclass who separated employment with Defendant at any point during the past three (3) years prior to the filing of this action.”

The Full-Time Employee UCL Subclass

“All current and former non-exempt, hourly-paid Warehouse Employees, including Packers, Problem Solvers, Material Handlers and/or other non-exempt, hourly-paid employees who held similar job titles and/or performed similar duties, employed by Defendant in California as full-time employees, regarding whom Defendant have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC sections 17200, *et seq.* as specifically described herein.”

31. Plaintiffs reserve the right to amend or otherwise alter the class definition, or to propose or eliminate subclasses, in response to facts learned through discovery, legal arguments advanced by Defendant or otherwise.

32. **Numerosity of the Class:** Pursuant to Fed. R. Civ. P. 23(a), members of the Classes are so numerous that their individual joinder is impracticable. Plaintiffs estimate, on information and belief, that there are thousands of current and former non-exempt employees of Defendant employed in facilities in California during the Class Period. The precise number of Class Members and their addresses are known to Plaintiffs or will be known to Plaintiffs through discovery. Class Members may be notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

33. **Existence of Predominance of Common Questions of Law and Fact:** Pursuant to Fed. R. Civ. P. 23(a), common questions of law and fact and common answers exist as to all members of the Classes. These questions predominate over any questions affecting only individual Class Members. These common legal and factual questions and answers include:

- a. Whether Defendant had a policy or practice of not paying for all time spent in mandatory training;
- b. Whether members of the Classes were not paid all wages owed to them, including regular and overtime wages, and at the correct rate;
- c. Whether Defendant failed to pay premium wages required by the applicable Wage Order’s Reporting Time Pay regulations;

- d. Whether Defendant had a policy or practice of not paying meal or rest period premiums;
- e. Whether Defendant violated Labor Code sections 226.7 and/or 512 and engaged in a pattern or practice of failing to provide timely, off-duty thirty (30) minute meal periods to Plaintiffs and members of the Classes;
- f. Whether Defendant engaged in a pattern or practice of impeding Plaintiffs and the members of the Classes from taking statutory off-duty thirty (30) minute meal periods on a timely basis;
- g. Whether Defendant engaged in a pattern or practice of failing to properly compensate Plaintiffs and the members of the Classes for missed, untimely or on-duty meal periods as required by California law;
- h. Whether Defendant violated the applicable California Industrial Welfare Commission Order by failing to provide Plaintiffs and the members of the Classes with timely off-duty thirty (30) minute meal periods;
- i. Whether members of the Classes were not provided with accurate wage statements as required by Labor Code section 226;
- j. Whether Defendant engaged in unfair practices and violated California Business & Professions Code section 17200 by failing to provide Plaintiffs and the members of the Classes with their statutory off-duty meal and rest periods on a timely basis;
- k. Whether Defendant engaged in unfair practices and violated California Business & Professions Code section 17200 by failing to pay Plaintiffs and the members of the Classes for all time worked, and failing to provide compliant meal and rest periods nor pay premiums;
- l. Whether Defendant maintained accurate time records of off-duty thirty (30) minute meal breaks taken by Plaintiffs and members of the Classes in accordance with the applicable Industrial Wage Order;
- m. Whether Defendant violated Labor Code section 226(a) by issuing inaccurate itemized wage statements to Plaintiffs and members of the Classes that failed to include payments for missed, untimely, and/or on-duty meal periods among wages earned

throughout the Class Period;

- n. Whether Defendant violated Labor Code section 226(a) by issuing inaccurate itemized wage statements to Plaintiffs and members of the Classes that failed to include payment for all hours worked;
- o. Whether Defendant violated Labor Code section 226(a) by issuing inaccurate itemized wage statements to Plaintiffs and members of the Classes that failed to accurately state the total hours worked, to the detriment of Plaintiffs and the Classes;
- p. Whether Defendant failed to compensate, and therefore violated Labor Code sections 226(a), 226.7, and the applicable Industrial Wage Order by failing to provide ten (10) minute, uninterrupted rest periods as contemplated by California law for work periods in excess of three and one-half (3 ½) hours;
- q. Whether Defendant engaged in a pattern or practice of failing to properly compensate Plaintiffs and the members of the Classes for failing to provide ten (10) minute, uninterrupted rest periods as contemplated by California law for work periods in excess of three and one-half (3 ½) hours;
- r. Whether Defendant violated Labor Code section 1197 due to failure to compensate Plaintiffs and members of the Classes for those acts Defendant required Plaintiffs and members of the Classes to perform for the benefit of Defendant;
- s. Whether Defendant violated Labor Code sections 201-203 by failing to pay all wages due upon termination to all Class Members who were terminated or voluntarily quit; and
- t. The nature and extent of class-wide injury and the measure of damages or restitution.

34. **Typicality:** Plaintiffs' claims are typical of the claims of the members of the Classes they seek to represent because Plaintiffs, as non-exempt employees of Defendant, were exposed and subjected to the same unlawful business practices as other employees employed by Defendant during the Class Period. Plaintiffs and the members of the Classes they seek to represent sustained the same types of damages and losses.

35. **Adequacy:** Plaintiffs are adequate representatives of the Classes they seek to represent because their interests do not conflict with the interests of the members of the Classes

1 Plaintiffs seek to represent. Plaintiffs have retained counsel competent and experienced in complex
 2 class action litigation and Plaintiffs intend to prosecute this action vigorously. The interests of the
 3 members of the Classes will be fairly and adequately protected by Plaintiffs and their counsel.

4 36. **Superiority and Substantial Benefit:** The class action is superior to other
 5 available means for the fair and efficient adjudication of Plaintiffs' and the Class Members' claims.
 6 The damages suffered by each individual Class Member may be limited. Damages of such
 7 magnitude are small given the burden and expense of individual prosecution of the complex and
 8 extensive litigation necessitated by Defendant's conduct. Further, it would be virtually impossible
 9 for the Class Members to redress the wrongs done to them on an individual basis. Even if members
 10 of the Classes themselves could afford such individual litigation, the court system could not.
 11 Individualized litigation increases the delay and expense to all parties and the court system due to
 12 the complex legal and factual issues of the case. By contrast, the class action device presents far
 13 fewer management difficulties and provides the benefits of single adjudication, economy of scale,
 14 and comprehensive supervision by a single court.

15 37. The Classes should also be certified because:

- 16 a. The prosecution of separate actions by individual members of the Classes would
 17 create a risk of inconsistent or varying adjudications with respect to individual
 18 Class Members which would establish incompatible standards of conduct for
 19 Defendant;
- 20 b. The prosecution of separate actions by individual members of the Classes would
 21 create a risk of adjudication with respect to them, which would, as a practical
 22 matter, be dispositive of the interests of the other Class Members not parties to
 23 the adjudications, or substantially impair or impede their ability to protect their
 24 interests; and
- 25 c. Defendant has acted or refused to act on grounds generally applicable to the
 26 Classes, and/or the general public, thereby making appropriate final and
 27 injunctive relief with respect to the Classes as a whole.

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FIRST CAUSE OF ACTION
FAILURE TO PAY REGULAR AND/OR OVERTIME WAGES
(Violation of Labor Code §§ 218, 218.5, 218.6, 510, 1194, 1194, 1198, and the applicable Wage Order)
(Against all Defendants)

38. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

39. The California Labor Code establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

40. The applicable Industrial Wage Order provides that an employer may not pay employees less than the applicable minimum wage for all hours worked.

41. Pursuant to the applicable Industrial Wage Order, Defendant is required to pay Plaintiffs, and the members of the Classes, for all hours worked, meaning the time which an employee is subject to the control of the employer.

42. At all relevant times during the Class Period, Defendant failed to pay Plaintiffs and other members of the Classes wages for all hours worked, in that Plaintiffs and the Classes were interrupted with work-related issues while not clocked in to Defendant's timekeeping program, resulting in unpaid wages. Additionally, Plaintiffs were not paid premiums for each instance their meal periods were interrupted. Further, Plaintiffs and the Classes were not paid for time spent completing mandatory training. Plaintiff JONES and members of the Seasonal / Part-Time Employee Class were not paid overtime wages when they worked consecutive shifts exceeding eight hours in a single calendar day. As a result, Plaintiffs and other Class Members worked hours they were not paid for, including overtime in the instances Plaintiffs and other Class Members worked over eight hours in a day and/or 40 hours a week. Plaintiffs and the Class Members therefore seek unpaid wages and penalties.

43. Labor Code section 510 and the applicable Wage Order provide that employees in California shall not be employed more than eight hours in any workday or forty hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Specifically, Labor Code section 510(a) requires that: Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek shall be

1 compensated at the rate of no less than one and one-half times the regular rate of pay for an
2 employee.

3 44. Labor Code section 1194 establishes an employee's right to recover unpaid
4 overtime compensation, and interest thereon, together with the costs of suit, and attorneys' fees.
5 Labor Code section 1198 makes employment of an employee for longer hours than the IWC set or
6 under conditions the IWC prohibits unlawful.

7 45. During the Class Period, Plaintiffs and other Class Members have worked more
8 than eight hours in a workday, and/or more than forty hours in a workweek.

9 46. During the Class Period, Defendant has failed to pay Plaintiffs and other Class
10 Members the overtime compensation premium for those unpaid hours they have worked in excess
11 of the maximum hours permissible by law as required by Labor Code sections 510 and 1198, and
12 the applicable Wage Order.

13 47. In committing the violations of state law as herein alleged, Defendant has
14 knowingly and willfully refused to perform its obligations to compensate Plaintiffs and members
15 of the Classes for all wages earned and all hours worked. As a direct result, Plaintiffs and other
16 members of the Classes have suffered and continue to suffer, substantial losses related to the use
17 and enjoyment of such compensation, wages and lost interest on such monies and expenses and
18 attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all
19 to their respective damage in amounts according to proof at trial and within the jurisdiction of this
20 Court.

21 48. Plaintiffs seek to recover in a civil action the unpaid balance of the full amount of
22 the unpaid wages resulting from Defendant's regular and overtime wage violations including
23 interest thereon, reasonable attorney's fees and costs of suit, and liquidated damages to the fullest
24 extent permissible pursuant to Labor Code sections 218, 218.5, 218.6, and 1194(a).

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SECOND CAUSE OF ACTION
FAILURE TO PAY REPORTING TIME
[The Applicable Wage Order and Labor Code § 558]
(Plaintiff RIDGWAY Against All Defendants)

49. Plaintiff RIDGWAY re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

50. The applicable wage order provides that, “(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

51. Multiple times, Plaintiff RIDGWAY reported to work and only worked for one to two hours and was sent home early. Plaintiff RIDGWAY was required to use VTO on these occasions, which was unpaid. Since Defendant requires that Plaintiff RIDGWAY and the proposed Class Members report to work, but are not put to work and sent home early, and did not and do not compensate Plaintiff RIDGWAY and Class Members for the proper reporting time pay. Plaintiff RIDGWAY and the proposed Class Members are entitled to their full reporting time wages for the time they were required to report to work, and were not put to work, and sent home during the Class Period.

52. As further alleged herein above, in addition to the premium wages for Reporting Time Pay, Plaintiff RIDGWAY and Class Members are entitled to a civil penalty under the applicable Wage Order and Labor Code section 558, for Defendant’s violation of the applicable Wage Order. The amount of the civil penalty is equal to \$50 for the first violation and \$100 for each subsequent violation, for each employee suffering from the violation.

53. Plaintiff RIDGWAY, and the other members of the Full-Time Employee Class , are entitled to seek and recover reasonable attorneys’ fees and costs for the successful prosecution of this claim.

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THIRD CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(Violation of Labor Code §§ 512, 226.7, and the Applicable Wage Order)
(Against all Defendants)

54. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

55. California Labor Code section 226.7(b) provides, “An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable order of the Industrial Welfare Commission”.

56. The applicable wage order provides, in pertinent part: “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

57. Labor Code section 512(a) provides, in pertinent part: “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

58. As alleged herein, Defendant failed to authorize and permit timely and uninterrupted meal periods during the Class Period. Plaintiffs and members of the Classes were routinely required to work without a timely and uninterrupted meal break at the direction of Defendant and/or with Defendant’s knowledge and acquiescence.

59. Further, Defendant’s policy and/or practice did not permit and authorize a second meal break for Class Members when Plaintiffs and Class Members worked over ten (10) hours per shift and, therefore, were entitled to a second meal period of not less than 30 minutes.

60. By its actions in requiring its employees to work through meal periods and/or its failure to relieve the employees of their duties for their off-duty meal periods, Defendant has violated California Labor Code sections 226.7, 512, and the applicable wage order, and is liable to Plaintiffs and the Classes.

61. As a result of the unlawful acts of Defendant, Plaintiffs and the Classes have been deprived of timely off-duty meal periods, and are entitled to recovery under Labor Code sections 226.7(c), 512, and the applicable wage order, in the amount of one additional hour of pay at the employee's regular rate of compensation for each workday in which Defendant failed to provide its employees with timely statutory off-duty meal periods.

62. Plaintiffs, and the other members of the Classes, are entitled to seek and recover reasonable attorneys' fees and costs pursuant to Labor Code sections 226.7 and 512.

FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS
(Violation of Labor Code § 226.7 and the applicable Wage Order)
(Against all Defendants)

63. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

64. California Labor Code section 226.7(b) provides, "An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable order of the Industrial Welfare Commission".

65. The applicable Industrial Wage Order provides, in pertinent part: "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages".

66. The applicable Industrial Wage Order further provides: "[i]f an employer fails to provide an employee with a rest period in accordance with the applicable provisions of this order,

the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided".

67. As alleged herein, Defendant failed to authorize and permit rest breaks during the Class Period. Plaintiffs and members of the Classes were routinely interrupted and required to work through rest periods at the direction of Defendant and/or with Defendant's knowledge and acquiescence.

68. By its actions in requiring its employees during the class period to work through rest periods and/or its failure to relieve the employees of their duties for their rest periods, Defendant violated the applicable Industrial Wage Order and California Labor Code section 226.7 and is liable to Plaintiffs and the Classes.

69. Defendant's unlawful conduct alleged herein occurred in the course of employment of Plaintiffs and all others similarly situated and such conduct has continued through the filing of this complaint.

70. As a direct and proximate result of Defendant's unlawful action, Plaintiffs and the Classes have been deprived of timely rest periods and/or were not paid for rest periods taken during the Class Period, and are entitled to recovery under Labor Code section 226.7(c) in the amount of one additional hour of pay at the employee's regular rate of compensation for each workday in which Defendant failed to provide employees with timely and/or paid rest periods.

71. Plaintiffs, and the other members of the Classes, are entitled to seek and recover reasonable attorneys' fees and costs pursuant to Labor Code section 226.7.

FIFTH CAUSE OF ACTION
FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS
(Violation of Labor Code § 226)
(Against all Defendants)

72. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

73. California Labor Code section 226(a) provides: "[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately

1 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
2 (1) gross wages earned, (2) total hours worked by the employee [...], (3) the number of piece-rate
3 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
4 deductions, provided that all deductions made on written orders of the employee may be aggregated
5 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
6 employee is paid, (7) the name of the employee and only the last four digits of his or her social
7 security number, [...], (8) the name and address of the legal entity that is the employer, and (9) all
8 applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate by the employee...”.

10 74. Labor Code section 226(e) provides that an employee is entitled to recover \$50 for
11 the initial pay period in which a violation of Labor Code section 226 occurs and \$100 for each
12 subsequent pay period, for all pay periods in which the employer knowingly and intentionally
13 failed to provide accurate itemized statements to the employee causing the employee to suffer
14 injury.

15 75. Plaintiffs are informed, believe, and thereon allege that at all times relevant,
16 Defendant knowingly and intentionally failed to furnish and continues to knowingly and
17 intentionally fail to furnish Plaintiffs and each Class Member with timely and accurate itemized
18 statements showing the gross wages earned by each of them, as required by Labor Code section
19 226(a), including the premiums owed to Plaintiffs and the members of the Classes for missed meal
20 and rest periods were not included in gross wages earned by Plaintiffs and the Classes.

21 76. Further, wages owed to Plaintiffs and members of the Classes for reporting to work
22 and being sent home, time they worked completing required training, and the time worked through
23 meal breaks, were not included in gross wages earned by Plaintiffs and the Classes.

24 77. Defendant’s failure to provide Plaintiffs and members of the Classes with accurate
25 itemized wage statements during the Class Period has caused Plaintiffs and members of the Classes
26 to incur economic damages in that they were not aware that they were owed and not paid
27 compensation for missed rest periods and on-duty meal periods, and for all hours worked, including
28 overtime. In addition, Defendant provided inaccurate information regarding hours worked, which

1 masked its underpayment of wages to Plaintiffs and the Classes.

2 78. As a result of Defendant's issuance of inaccurate itemized wage statements to
3 Plaintiffs and members of the Classes in violation of Labor Code section 226(a), Plaintiffs and the
4 members of the Classes are each entitled to recover penalties pursuant to Labor Code section
5 226(e).

6 **SIXTH CAUSE OF ACTION**
7 **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION**
8 **(Violation of Labor Code §§ 201-203)**
9 **(Against all Defendants)**

10 79. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth
11 herein.

12 80. California Labor Code sections 201-203 provide that if an employer discharges an
13 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
14 and that if an employee voluntarily leaves his or her employment, his or her wages shall become
15 due and payable not later than seventy-two hours thereafter, unless the employee has given
16 seventy-two hours prior notice of his or her intention to quit in which case the employee is entitled
17 to his or her wages at the time of quitting.

18 81. During the Class Period, Defendant willfully failed to pay Plaintiffs and other Class
19 Members who are no longer employed by Defendant all their earned wages, including reporting
20 time pay, meal and rest period premium wages not paid for missed or interrupted meal and rest
21 periods, and wages for all hours worked, including overtime, either at the time of discharge or
22 within seventy-two hours of their leaving Defendant's employ in violation of California Labor
23 Code sections 201, 202, and 203.

24 82. Therefore, Plaintiffs and members of the Classes are entitled to waiting time
25 penalties for each day that has passed that they have not received all wages owed to them, up to 30
26 days.

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SEVENTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW
(Violation of California's Unfair Competition Law, Bus. & Prof. Code
§§ 17200, *et seq.*)
(Against all Defendants)

83. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

84. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any unlawful, unfair, or fraudulent business practices.

85. Through its action alleged herein, Defendant has engaged in unfair competition within the meaning of the UCL. Defendant's conduct, as alleged herein, constitutes unlawful, unfair, and/or fraudulent business practices under the UCL.

86. Defendant's unlawful conduct under the UCL includes, but is not limited to, violating the statutes alleged herein. Defendant's unfair conduct under the UCL includes, but is not limited to, failure to pay Class Members wages and compensation they earned through labor provided, and failing to otherwise compensate Class Members as alleged herein. Defendant's fraudulent conduct includes, but is not limited to, issuing wage statements containing false and/or misleading information about the time the Class Members worked and the amount of wages or compensation due.

87. Plaintiffs have standing to assert this claim because they have suffered injury in fact and have lost money as a result of Defendant's conduct.

88. Plaintiffs and the Classes seek restitutionary disgorgement from Defendant of monies owed for all hours worked and for unpaid meal and rest period premiums.

89. Plaintiffs have assumed the responsibility of enforcement of the laws and public policies specified here by suing on behalf of themselves and other similarly-situated Class Members previously or presently working for Defendant in California. Plaintiffs' success in this action will enforce important rights affecting the public interest. Plaintiffs will incur a financial burden in pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to Plaintiffs is appropriate pursuant to Code of Civil Procedure section 1021.5.

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EIGHTH CAUSE OF ACTION
VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT (PAGA)
(Cal. Lab. Code §§ 2698 and 2699, *et. seq.*)
(Plaintiff RIDGWAY Against all Defendants)

90. Plaintiff RIDGWAY re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

91. Labor Code sections 2698 and 2699 (The California Private Attorneys General Act of 2004, or “PAGA”), expressly establish that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by The Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

92. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees has discretion to assess a civil penalty, a fact-finder in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

93. Plaintiff RIDGWAY is an “aggrieved employee” as defined by Labor Code section 2699, because he is an employee of Defendant, and one or more of the Labor Code violations was committed against him.

94. Plaintiff RIDGWAY asserts all of his claims in this Complaint against Defendant on behalf of himself, and all other members of the Full Time Employee Class and/or on behalf of all aggrieved employees, as well as the general public, in his capacity as “private attorney general,” and seeks all statutory penalties available under the Labor Code.

95. By reason of the above and pursuant to Labor Code section 2699, Plaintiff RIDGWAY on behalf of himself, and all other members of the Full Time Employee Class and/or on behalf of all aggrieved employees, as well as the general public, are entitled to payment of a penalty of \$100 per pay period for each employee for the initial violation, and \$200 per pay period for each employee for each subsequent violation, plus interest.

96. In addition, Plaintiff RIDGWAY, on behalf of himself, and all other members of the Full Time Employee Class and/or behalf of all aggrieved employees, as well as the general public, seeks and is entitled to have 75% of all recovered penalties and interest allocated to the LWDA and 25% to the Full Time Employee Class. Further, Plaintiff RIDGWAY is entitled to seek and recover reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any other applicable statutes.

97. Plaintiff RIDGWAY complied with the notice requirements of Labor Code section 2699.3(a)(1) prior to commencing this action. A copy of the letter submitted to the California LWDA on January 2, 2024, via online filing, and copied to Defendant's Agent for Service of Process in California on the same date, via certified mail, in accordance with Section 2699.3(a)(1), is attached hereto, as Exhibit A, and by reference incorporated herein.

98. As of today's date, the LWDA has not responded to Plaintiff RIDGWAY's notice.

99. Plaintiff RIDGWAY and the Full Time Employee Class are also entitled to reasonable attorneys' fees and costs, pursuant to California Labor Code section 2699(g)(1).

PRAYER

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for judgment against Defendant as to the appropriate causes of action as follows:

ON THE FIRST CAUSE OF ACTION

1. For all straight-time and/or overtime wages owed to Plaintiffs and each Class Member for all hours worked;
2. For other compensatory damages and/or statutory damages and statutory penalties resulting from improper compensation according to proof;
3. For statutory attorney fees according to proof;
4. For statutory interest according to proof; and
5. For reasonable attorneys' fees and costs pursuant to the California Labor Code.

ON THE SECOND CAUSE OF ACTION

1. For compensatory damages and /or statutory damages and statutory penalties resulting from improper compensation according to proof;

2. For interest on any compensatory damages; and
3. For attorneys' fees and costs.

ON THE THIRD CAUSE OF ACTION

1. For one hour of wages due to Plaintiffs and each Class Member for each work period of more than five (5) hours when they did not receive an uninterrupted thirty (30) minute meal period;
2. For waiting time penalties according to proof;
3. For statutory costs according to proof; and
4. For statutory interest according to proof.

ON THE FOURTH CAUSE OF ACTION

1. For one hour of wages due to Plaintiffs and each Class Member for each work period of more than three and one-half (3 ½) hours when they did not receive an uninterrupted ten (10) minute rest period for each four (4) hours or major fraction thereof worked;
2. For waiting penalties according to proof;
3. For statutory costs according to proof; and
4. For statutory interest according to proof.

ON THE FIFTH CAUSE OF ACTION

1. For statutory compensation for any harm caused;
2. For compensatory damages and interest thereon for actual harm caused; and
3. For statutory penalties under Labor Code section 226(e), interest and attorneys' fees and costs.

ON THE SIXTH CAUSE OF ACTION

1. For statutory penalties, including thirty (30) days' wages at the correct hourly rate for all wages not timely paid upon termination;
2. For penalty enhancement for willful conduct;
3. For statutory interest according to proof; and
4. For reasonable attorney's fees and costs pursuant to the Labor Code.

ON THE SEVENTH CAUSE OF ACTION

1. For the equitable, injunctive and declaratory relief;

2. For liquidated damages pursuant to Labor Code section 1194.1; and
3. For restitutionary disgorgement pursuant to the UCL.

ON ALL CAUSES OF ACTION

1. An order that this action may proceed and be maintained as a class action;
2. Reasonable attorney's fees;
3. General, special and consequential damages, to the extent allowed by law;
4. Costs of suit;
5. For attorneys' fees pursuant to Code of Civil Procedure section 1021.5;
6. Prejudgment interest at the maximum legal rate;
7. For penalties for each violation of the PAGA; and
8. Such other relief as the Court may deem just and proper.

COHELAN KHOURY & SINGER

Dated: March 8, 2024

By: s/Maggie K. Realin
Isam C. Khoury
Michael D. Singer
Maggie K. Realin
*Attorneys for Plaintiffs and all others similarly
situated*

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury for themselves and the Class Members on all claims so triable.

COHELAN KHOURY & SINGER

Dated: March 8, 2024

By: s/Maggie K. Realin
Isam C. Khoury
Michael D. Singer
Maggie K. Realin
*Attorneys for Plaintiffs and all others similarly
situated*