

BY FAX

COPY

Emil Davtyan, Esq. (#299363)
Gregg Lander, Esq. (#194018)
Vanessa M. Ruggles, Esq. (#254031)
D.LAW, INC.
1635 Pontius Avenue, Floor 2
Los Angeles, CA 90025-3361
Tel.: (424) 320-6420 / Fax: (424) 320-6454
Emails: Emil@d.law
Gregg@d.law
Vanessa@d.law

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JUN 17 2024

BY: 
Iridian Cuen, Deputy

Attorneys for Plaintiff CHRISTIAN C. LUCERO,
KIRK P. MORRISSEY, and MARCUS AARON PIMENTEL,
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO – SBJC

CHRISTIAN C. LUCERO, on behalf of
himself and all others similarly situated,

Plaintiffs,

v.

INLAND EMPIRE WINDUSTRIAL CO., a
Delaware corporation; WINSUPPLY INC.,
a Delaware corporation; and Does 1 to 50,
inclusive,

Defendants.

CLASS ACTION

Case No. CIVSB2401765

FIRST AMENDED COMPLAINT FOR:

1. **FAILURE TO PAY ALL WAGES;**
2. **FAILURE TO PAY ALL OVERTIME WAGES AT THE LEGAL OVERTIME PAY RATE;**
3. **FAILURE TO PAY ALL OVERTIME WAGES;**
4. **FAILURE TO PROVIDE ALL MEAL PERIODS;**
5. **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;**
6. **FAILURE TO FULLY REIMBURSE WORK EXPENSES;**
7. **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
8. **DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202;**
9. **INDEPENDENT VIOLATIONS OF LABOR CODE §§ 201-202;**
10. **PENALTIES UNDER LABOR CODE § 2699; AND**
11. **UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

Action filed: March 5, 2024

Trial date: None Set

1 Plaintiffs Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel, individuals
2 on behalf of themselves and all others similarly situated (collectively, “Plaintiffs”), hereby file this
3 First Amended Complaint against Defendant Inland Empire Windustrial Co., Orange County
4 Winwater Works Co., Sacramento Windustrial Co., Winsupply Inc., and Does 1 to 50
5 (collectively, “Defendants”). Plaintiffs are informed and believe, and on the basis of that
6 information and belief, allege as follows:

7 **I.**

8 **INTRODUCTION**

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

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

15 3. The acts complained of herein occurred, occur and will occur, at least in part,
16 within the time period from four years preceding the filing of the original Complaint herein, plus
17 179 days under Cal. Rules of Court, Appendix I, Emergency Rule No. 9, up to and through the
18 time of trial for this matter although this should not automatically be considered the statute of
19 limitations for any cause of action herein.

20 **RELEVANT JOB TITLES**

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

26 **SUMMARY OF CLAIMS**

27 5. With regard to Defendants’ non-exempt employees, Defendants have:

28 ///

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to pay all overtime wages at the legal overtime pay rate;
- c. Failed to pay all state-mandated overtime wages for all overtime hours worked;
- d. Failed to provide all legally-required meal periods;
- e. Failed to authorize and permit all paid legally-required rest periods;
- f. Failed to reimburse for all work-related expenses;
- g. Failed to timely furnish accurate itemized wage statements;
- h. Derivatively violated Labor Code §§ 201-202;
- i. Independently violated Labor Code §§ 201-202;
- j. Incurred penalties under Labor Code §§ 2698, et seq.; and
- k. Conducted unfair business practices.

II.

PARTIES

PLAINTIFF CHRISTIAN C. LUCERO, KIRK P. MORRISSEY, and MARCUS AARON PIMENTEL

6. Plaintiff Christian C. Lucero is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California. Plaintiff Christian C. Lucero worked for Defendants as a Warehouse Driver from approximately November 2, 2022, to October 23, 2023, including in Fontana, California, which is in San Bernardino County, California.

7. Plaintiff Kirk P. Morrissey is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California. Plaintiff Kirk P. Morrissey worked for Defendants as a Driver from approximately July 2023, to January 11, 2024.

8. Plaintiff Marcus Aaron Pimentel is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California. Plaintiff Marcus Aaron Pimentel worked for Defendants as a Shipping Department / Order Picker from

1 approximately August 28, 2020, to March 29, 2024.

2 9. Plaintiffs Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel seek
3 recovery herein from Defendants because with regard to Plaintiffs Christian C. Lucero, Kirk P.
4 Morrissey, and/or Marcus Aaron Pimentel, while acting for Defendants in their capacity as a non-
5 exempt employee, Defendants have:

- 6 a. Failed to pay straight time, minimum, and/or overtime wages for all hours
7 worked;
- 8 b. Failed to pay all overtime wages at the legal overtime pay rate;
- 9 c. Failed to pay all state-mandated overtime wages for all overtime hours
10 worked;
- 11 d. Failed to provide all legally-required meal periods;
- 12 e. Failed to authorize and permit all paid legally-required rest periods;
- 13 f. Failed to reimburse for all work-related expenses;
- 14 g. Failed to timely furnish accurate itemized wage statements;
- 15 h. Derivatively violated Labor Code §§ 201-202;
- 16 i. Independently violated Labor Code §§ 201-202;
- 17 j. Incurred penalties under Labor Code §§ 2698, et seq.; and
- 18 k. Conducted unfair business practices.

19 DEFENDANTS INLAND EMPIRE WINDUSTRIAL CO., ORANGE COUNTY WINWATER
20 WORKS CO., SACRAMENTO WINDUSTRIAL CO., AND WINSUPPLY INC.

21 10. Defendant Inland Empire Windustrial Co., is now and/or at all times mentioned in
22 this Complaint was a Delaware corporation and the owner and operator of an industry, business
23 and/or facilities licensed to do business and actually doing business in the State of California.

24 11. Defendant Winsupply Inc., is now and/or at all times mentioned in this Complaint
25 was a Delaware corporation and the owner and operator of an industry, business and/or facilities
26 licensed to do business and actually doing business in the State of California.

27 12. Defendant Orange County Winwater Works Co., is now and/or at all times
28 mentioned in this Complaint was a Delaware corporation and the owner and operator of an

1 industry, business and/or facilities licensed to do business and actually doing business in the
2 State of California.

3 13. Defendant Sacramento Windustrial Co. is now and/or at all times mentioned in
4 this Complaint was a Delaware corporation and the owner and operator of an industry, business
5 and/or facilities licensed to do business and actually doing business in the State of California.

6 ALTER EGO BETWEEN INLAND EMPIRE WINDUSTRIAL CO., ORANGE COUNTY
7 WINWATER WORKS CO., SACRAMENTO WINDUSTRIAL CO., AND WINSUPPLY INC.

8 14. Plaintiffs are informed and believe and, on that basis, allege that there exists, and
9 at all relevant times there has existed, a unity of interest and ownership between Defendants
10 Inland Empire Windustrial Co., Orange County Winwater Works Co., Sacramento Windustrial
11 Co., and Winsupply Inc., such that any separateness and individuality between them have ceased.
12 Adherence to the fiction of Defendants Inland Empire Windustrial Co., Orange County
13 Winwater Works Co., Sacramento Windustrial Co., and Winsupply Inc. being separate business
14 entities would permit abuse of any corporate privilege, sanction fraud, and promote injustice.

15 DOES 1 TO 50, INCLUSIVE

16 15. Does 1 to 50, inclusive, are now and/or at all times mentioned in this Complaint
17 were licensed to do business and/or actually doing business in California.

18 16. Plaintiffs do not know the true names or capacities, whether individual, partner or
19 corporate, of Does 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such
20 fictitious names under California Code of Civil Procedure § 474.

21 17. Plaintiffs will seek leave of court to amend this Complaint to allege such names and
22 capacities as soon as they are ascertained.

23 ALL DEFENDANTS

24 18. Defendants, and each of them, are now and/or at all times mentioned in this
25 Complaint were in some manner legally responsible for the events, happenings, and circumstances
26 alleged in this Complaint.

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

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

21. 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 and in pursuance of said joint venture, partnership, and common enterprise.

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

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

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

III.

JURISDICTION AND VENUE

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

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

27. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiffs Christian C. Lucero, Kirk P. Morrissey, Marcus Aaron Pimentel, and the members of the putative Classes herein were all California citizens and

Defendants Inland Empire Windustrial Co., Orange County Winwater Works Co., Sacramento Windustrial Co., and Winsupply Inc., are Delaware companies, respectively. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

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

IV.

CLASS ACTION ALLEGATIONS

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

30. The putative classes Plaintiffs will seek to certify are currently composed of and defined as follows:

- a. All California citizens employed by Defendants as non-exempt employees (as defined, *supra*) during the appropriate time period who were subjected to Defendants’ policies and practices regarding the payment of straight time, minimum and/or overtime wages as specifically described herein (hereinafter, the “Wage Class”);
- b. All California citizens employed by Defendants as non-exempt employees (as defined, *supra*) during the appropriate time period who were subjected to Defendants’ policies and practices regarding the calculation of overtime pay as specifically described herein (hereinafter, the “Overtime Rate Class”);
- c. All California citizens employed by Defendants as non-exempt employees (as defined, *supra*) during the appropriate time period who were subjected to Defendants’ policies and practices regarding the payment of overtime wages as specifically described herein (hereinafter, the “Overtime Class”);

- 1 d. All California citizens employed by Defendants as non-exempt employees (as
2 defined, supra) during the appropriate time period who were subjected to
3 Defendants' policies and practices regarding meal periods as specifically
4 described herein (hereinafter, the "Meal Period Class");
- 5 e. All California citizens employed by Defendants as non-exempt employees (as
6 defined, supra) during the appropriate time period who were subjected to
7 Defendants' policies and practices regarding paid rest periods as specifically
8 described herein (hereinafter, the "Rest Period Class");
- 9 f. All California citizens employed by Defendants as non-exempt employees (as
10 defined, supra) during the appropriate time period who were subjected to
11 Defendants' policies and practices regarding business expense reimbursement
12 as specifically described herein (hereinafter, the "Reimbursements Class");
- 13 g. All California citizens employed by Defendants as non-exempt employees (as
14 defined, supra) during the appropriate time period who were subjected to
15 Defendants' policies and practices regarding itemized wage statements as
16 specifically described herein (hereinafter, the "Wage Statement Class");
- 17 h. All formerly-employed California citizens employed by Defendants as non-
18 exempt employees (as defined, supra) during the appropriate time period who
19 were derivatively subjected to Defendants' policies and practices regarding
20 Labor Code § 203 and the payment of final wages as specifically described
21 herein (hereinafter, the "Derivative LC 203 Class");
- 22 i. All formerly-employed California citizens employed by Defendants as non-
23 exempt employees (as defined, supra) during the appropriate time period who
24 were independently subjected to Defendants' policies and practices regarding
25 Labor Code § 203 and the payment of final wages as specifically described
26 herein (hereinafter, the "Independent LC 203 Class"); and
- 27 j. All California citizens employed by Defendants as non-exempt employees (as
28 defined, supra) during the appropriate time period regarding whom

Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by Business & Professions Code §§ 17200, et seq. as specifically described herein (hereinafter, the “17200 Class”).

31. The Wage Class, Overtime Rate Class, Overtime Class, Meal Period Class, Rest Period Class, Reimbursements Class, Wage Statement Class, Derivative LC 203 Class, Independent LC 203 Class, and 17200 Class are herein collectively referred to as the “Classes.”

32. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

33. Numerosity (Code of Civil Procedure § 382):

- a. The potential quantity of members of the Classes as defined is so numerous that joinder of all members is unfeasible and impractical;
- b. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court;
- c. The quantity of members of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the membership of the Classes numbers greater than 100 individuals; and
- d. The quantity and identity of such membership is readily ascertainable via inspection of Defendants’ records.

34. Superiority (Code of Civil Procedure § 382): The nature of this action and the nature of the laws available to Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein, as follows:

- a. California has a public policy that encourages the use of the class action device;
- b. By establishing a technique whereby the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining

1 redress for claims which would otherwise be too small to warrant individual
2 litigation;

- 3 c. This case involves large corporate Defendants and a large number of
4 individual Class members with many relatively small claims and common
5 issues of law and fact;
- 6 d. If each individual member of the Classes was required to file an individual
7 lawsuit, the large corporate Defendants would necessarily gain an
8 unconscionable advantage because Defendants would be able to exploit and
9 overwhelm the limited resources of each individual member of the Classes
10 with Defendants' vastly superior financial and legal resources;
- 11 e. Requiring each individual member of the Classes to pursue an individual
12 remedy would also discourage the assertion of lawful claims by the members
13 of the Classes who would be disinclined to pursue an action against
14 Defendants because of an appreciable and justifiable fear of retaliation and
15 permanent damage to their lives, careers, and well-being;
- 16 f. Proof of a common business practice or factual pattern, of which the members
17 of the Classes experienced, is representative of the Classes herein and will
18 establish the right of each of the members of the Classes to recover on the
19 causes of action alleged herein;
- 20 g. Absent class treatment, the prosecution of separate actions by the individual
21 members of the Classes, even if possible, would likely create:
- 22 i) a substantial risk of each individual plaintiff presenting in separate,
23 duplicative proceedings the same or essentially similar arguments and
24 evidence, including expert testimony;
- 25 ii) a multiplicity of trials conducted at enormous expense to both the
26 judicial system and the litigants;
- 27 iii) inconsistent or varying verdicts or adjudications with respect to the
28 individual members of the Classes against Defendants;

1 iv) potentially incompatible standards of conduct for Defendants; and
2 v) potentially incompatible legal determinations with respect to individual
3 members of the Classes which would, as a practical matter, be
4 dispositive of the interest of the other members of the Classes who are
5 not parties to the adjudications or which would substantially impair or
6 impede the ability of the members of the Classes to protect their
7 interests.

8 h. The claims of the individual members of the Classes are not sufficiently large
9 to warrant vigorous individual prosecution considering all of the concomitant
10 costs and expenses attendant thereto;

11 i. Courts seeking to preserve efficiency and other benefits of class actions
12 routinely fashion methods to manage any individual questions; and

13 j. The Supreme Court of California urges trial courts, which have an obligation
14 to consider the use of innovative procedural tools to certify a manageable
15 class, to be procedurally innovative in managing class actions.

16 35. Well-defined Community of Interest: Plaintiffs also meet the established
17 standards for class certification, as follows:

18 a. Typicality: The claims of Plaintiffs Christian C. Lucero, Kirk P. Morrissey,
19 and Marcus Aaron Pimentel are typical of the claims of all members of the
20 Classes they seek to represent because all members of the Classes sustained
21 injuries and damages arising out of Defendants' common course of conduct in
22 violation of law and the injuries and damages of all members of the Classes
23 were caused by Defendants' wrongful conduct in violation of law, as alleged
24 herein.

25 b. Adequacy: Plaintiffs Christian C. Lucero, Kirk P. Morrissey, and Marcus
26 Aaron Pimentel:

27 i) are an adequate representative of the Classes they seek to represent;

28 ii) will fairly protect the interests of the members of the Classes;

- iii) have no interests antagonistic to the members of the Classes; and
- iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.

c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:

- i) Whether Defendants paid the legal and appropriate straight time pay, minimum wage pay and/or overtime pay for all work hours to the members of the Wage Class;
- ii) Whether Defendants paid all overtime wages owed to the members of the Overtime Rate Class at the appropriate overtime pay rate;
- ii) Whether Defendants paid the appropriate overtime wages to the members of the Overtime Class;
- iii) Whether Defendants failed and continue to fail to provide legally-required meal periods to the members of the Meal Period Class in violation of the Labor Code and Section 11 of the IWC Wage Orders;
- iv) Whether Defendants failed and continue to fail to authorize and permit paid legally-required rest periods to the members of the Rest Period Class in violation of the Labor Code and Section 12 of the IWC Wage Orders;
- v) Whether Defendants failed to fully reimburse for all work-related expenses incurred by the members of the Reimbursements Class;
- vi) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to the members of the Wage Statement Class;
- vii) Whether Defendants are derivatively liable under Labor Code § 203 to the members of the Derivative LC 203 Class;
- viii) Whether Defendants are independently liable under Labor Code § 203 to

1 the members of the Independent LC 203 Class;

2 ix) Whether Defendants' conduct constitutes unfair competition within the
3 meaning of Business & Professions Code §§ 17200, et seq.;

4 x) Whether the members of the Classes are entitled to compensatory
5 damages, and if so, the means of measuring such damages;

6 xi) Whether the members of the Classes are entitled to injunctive relief;

7 xii) Whether the members of the Classes are entitled to restitution; and

8 xiii) Whether Defendants are liable for attorneys' fees and costs.

9 36. Whether each member of the Classes might be required to ultimately justify an
10 individual claim does not preclude maintenance of a class action.

11 **V.**

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PAY ALL WAGES**

14 **(On Behalf of the Wage Class)**

15 **(Against All Defendants)**

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

19 35. Labor Code § 204 establishes the fundamental right of all employees in the State
20 of California to be paid wages, including straight time and overtime, in a timely fashion for their
21 work.

22 36. Labor Code § 510(a) states in pertinent part, "Any work in excess of eight hours
23 in one workday and any work in excess of 40 hours in any one workweek ... shall be
24 compensated at the rate of no less than one and one-half times the regular rate of pay for any
25 employee."

26 37. Labor Code § 1182.12, effective July 1, 2014, states, "Notwithstanding any other
27 provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not
28 less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all

1 industries shall be not less than ten dollars (\$10) per hour.” Further, under Labor Code §
2 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage
3 shall be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and
4 fifty cents (\$10.50) per hour.” Under Labor Code § 1182.12(b)(1)(B), for any employer who
5 employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2018,
6 to December 31, 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code §
7 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage
8 shall be as follows: “From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars
9 (\$12) per hour.” Under Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or
10 more employees, the minimum wage shall be as follows: “From January 1, 2020, to December
11 31, 2020, inclusive, - thirteen dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for
12 any employer who employs 26 or more employees, the minimum wage shall be as follows:
13 “From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour.”
14 Finally, under Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more
15 employees, the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by
16 subdivision (c) - fifteen dollars (\$15) per hour.”

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

22 39. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
23 by the Labor Commission is unlawful.

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

27 41. Under the IWC Wage Order(s), Defendants are required to pay the members of
28 the Wage Class for all hours worked, meaning the time during which an employee is subject to

1 the control of an employer, including all the time the employee is suffered or permitted to work,
2 whether or not required to do so.

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

5 a. Administered a uniform company policy and practice as to the pay policies
6 regarding the members of the Wage Class;

7 b. Required the members of the Wage Class to spend unpaid time under
8 Defendants' control for work-related tasks without compensation, including
9 but not limited to using their personal mobile devices for work-related tasks,
10 including before and/or after their shifts and/or on weekends and go through
11 COVID screenings before their shifts; and

12 c. As such, Defendants suffered, permitted, and/or required the members of the
13 Wage Class to work without paying for all time they were under Defendants'
14 control.

15 43. Because Defendants required the members of the Wage Class to remain under
16 Defendants' control without paying therefor, this resulted in the members of the Wage Class
17 earning less than the legal minimum wage in the State of California.

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

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

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

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

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

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

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY ALL OVERTIME**

14 **WAGES AT THE LEGAL OVERTIME PAY RATE**

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

16 **(Against All Defendants)**

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

20 51. Labor Code § 204 establishes the fundamental right of all employees in the State
21 of California to be paid wages, including straight time and overtime, in a timely fashion for their
22 work.

23 52. Labor Code § 510(a) states in pertinent part, "Any work in excess of eight hours
24 in one workday and any work in excess of 40 hours in any one workweek ... shall be
25 compensated at the rate of no less than one and one-half times the regular rate of pay for any
26 employee."

27 53. The "regular rate of pay" includes "all [applicable] remuneration paid to, or on
28 behalf of the employee." (29 U.S.C. § 207(3).) The California Industrial Welfare Commission

1 applies this standard for determining an employee's regular rate of pay for overtime calculation
2 purposes.

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

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

- 10 a. Administered a uniform company policy and practice regarding the payment
11 of wages, including overtime and bonuses, to the members of the Overtime
12 Rate Class;
- 13 b. Suffered and/or permitted Plaintiff and the members of the Overtime Rate
14 Class to work in excess of eight hours per workday and/or in excess of 40
15 hours per workweek;
- 16 c. Paid the members of the Overtime Rate Class various additional forms of
17 non-discretionary remuneration, including but not limited, to bonuses; and
18 yet,
- 19 d. Failed to pay Plaintiff and the members of the Overtime Rate Class at the
20 legal rate reflecting all applicable forms of remuneration, including but not
21 limited to bonuses, as required by law.

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

27 57. That calculation of individual damages for the members of the Overtime Rate
28 Class may at some point be required does not foreclose the possibility of taking common

evidence on questions regarding their entitlement to overtime compensation.

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

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

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

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

61. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

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

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

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

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

3 a. Administered a uniform company policy and practice as to the pay policies
4 regarding Plaintiff and the members of the Overtime Class;

5 b. Suffered and/or permitted Plaintiff and the members of the Overtime Class to
6 work in excess of eight hours per workday and/or in excess of 40 hours per
7 workweek without paying overtime compensation for all hours they were
8 under Defendants' control; and

9 c. Failed to pay Plaintiff and the members of the Overtime Class overtime
10 compensation for all work accomplished in excess of eight hours per day
11 and/or 40 hours per week.

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

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

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

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

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FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE ALL MEAL PERIODS
(On Behalf of the Meal Period Class)
(Against All Defendants)

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

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

72. Labor Code § 512 provides, “An 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.”

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

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

1 written agreement shall state that the employee may, in writing, revoke the agreement at any
2 time.”

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

7 76. On one or more occasions, the members of the Meal Period Class worked over
8 five hours per shift and therefore were entitled to an uninterrupted meal period of not less than
9 30 minutes prior to exceeding five hours of employment.

10 77. Further, on one or more occasions, some members of the Meal Period Class
11 worked over 10 hours per shift and therefore were entitled to an uninterrupted second meal
12 period of not less than 30 minutes prior to exceeding 10 hours of employment.

13 78. The members of the Meal Period Class did not validly or legally waive their meal
14 periods, by mutual consent with Defendants or otherwise.

15 79. The members of the Meal Period Class did not enter into any written agreement
16 with Defendants agreeing to an on-the-job paid meal period.

17 80. As a matter of Defendants’ established company policy, Defendants failed to
18 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
19 516 and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
20 Meal Period Class with a first and in some cases a second legally compliant meal period.

21 81. Under Section 11(B) of the IWC Wage Order(s) and Labor Code § 226.7(c),
22 which states “If an employer fails to provide an employee a meal or rest or recovery period in
23 accordance with a state law, including, but not limited to, an applicable statute or applicable
24 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
25 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
26 pay the employee one additional hour of pay at the employee's regular rate of compensation for
27 each workday that the meal or rest or recovery period is not provided,” the members of the Meal
28 Period Class are entitled to damages in an amount equal to one additional hour of pay at each

1 employee's regular rate of compensation for each work day that one or more meal periods were
2 not provided to them, in a sum to be proven at trial.

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

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

7 **(On Behalf of the Rest Period Class)**

8 **(Against All Defendants)**

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

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

16 85. Labor Code § 516 provides that the Industrial Welfare Commission "may adopt or
17 amend working condition orders with respect to break periods, meal periods, and days of rest for
18 any workers in California consistent with the health and welfare of those workers."

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

26 87. Section 12(B) of the IWC Wage Order(s) states, "If an employer fails to provide
27 an employee a rest period in accordance with the applicable provisions of this order, the
28 employer shall pay the employee one (1) hour of pay at the employee's regular rate of

1 compensation for each workday that the rest period is not provided.”

2 88. The members of the Rest Period Class sometimes worked over four hours per
3 shift. Further, the members of the Rest Period Class sometimes worked over six hours per shift
4 and in some cases over 10 hours per shift.

5 89. The members of the Rest Period Class were entitled to a rest period of not less
6 than 10 minutes for every four hours of work or major fraction thereof.

7 90. As a matter of Defendants’ established company policy, Defendants failed to
8 always authorize and permit legally-compliant rest periods. Defendants did not authorize and
9 permit rest periods for shifts every four hours or major fraction thereof.

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

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

19 **SIXTH CAUSE OF ACTION**

20 **FAILURE TO FULLY REIMBURSE WORK EXPENSES**

21 **(On Behalf of the Reimbursements Class)**

22 **(Against All Defendants)**

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

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

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

5 96. As a matter of Defendants’ established company policy, the members of the
6 Reimbursements Class were and are required by Defendants to personally incur necessary
7 expenditures in direct consequence of the discharge of their duties, including but not limited to
8 the use of personal mobile devices and purchasing protective gear for work-related activities,
9 including but not limited to safety gloves and steel-toed boots.

10 97. Defendants are legally required to reimburse the members of the Reimbursements
11 Class for all necessary expenditures.

12 98. Defendants failed to fully and reasonably reimburse the members of the
13 Reimbursements Class for all necessary expenditures, including but not limited to the
14 aforementioned expenditures.

15 99. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
16 the members of the Reimbursements Class are entitled to recovery from Defendants of the
17 unpaid balance for all necessary expenditures, including but not limited to the aforementioned
18 expenditures.

19 100. As a proximate result of the aforementioned violations of Labor Code § 450(a)
20 and § 2802(a), the members of the Reimbursements Class have been damaged in an amount
21 according to proof at the time of trial.

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

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

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY**

3 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

4 **(On Behalf of the Derivative Wage Statement Class)**

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

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

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

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

27 107. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
28 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Wage

1 Statement Class with an accurate itemized statement in writing showing (1) gross wages earned,
2 (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all
3 applicable hourly rates in effect during each respective pay period and the corresponding number
4 of hours worked at each hourly rate by each respective individual.

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

7 109. As a derivative result of this failure to pay wages and as a pattern and practice in
8 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do
9 not maintain accurate records pertaining to the total hours worked for Defendants by the
10 members of the Wage Statement Class, including but not limited to, beginning and ending of
11 each work period, meal period interval, total daily hours worked, total hours worked per pay
12 period, and the applicable rates of pay.

13 110. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
14 employee suffers injury if the employer fails to provide accurate and complete information as
15 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
16 promptly and easily ascertain requisite information without reference to other documents or
17 information.

18 111. Here, the members of the Wage Statement Class suffered injury because, due to
19 Defendants' failure to pay all wages due and owing, Defendants derivatively failed to provide
20 accurate and complete information as required by one or more items listed in Labor Code §
21 226(a)(1)-(9).

22 112. In addition, the members of the Wage Statement Class have suffered injury as a
23 result of Defendants' failure to maintain accurate records for the members of the Wage
24 Statement Class in that the members of the Wage Statement Class were not timely provided
25 written accurate itemized statements showing all requisite information, including but not limited
26 to total hours worked by the employee, net wages earned and all applicable hourly rates in effect
27 during the pay period and the corresponding number of hours worked at each hourly rate, in
28 violation of Labor Code § 226 and the IWC Wage Orders § 7(A), such that the members of the

1 Wage Statement Class were misled by Defendants as to the correct information regarding
2 various items, including but not limited to total hours worked by the employee, net wages earned
3 and all applicable hourly rates in effect during the pay period and the corresponding number of
4 hours worked at each hourly rate.

5 113. The actual injuries suffered by the members of the Wage Statement Class as a
6 result of Defendants' knowing and intentional failure to maintain accurate records for the
7 members of the Wage Statement Class include but are not limited to:

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

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

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

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

1 **EIGHTH CAUSE OF ACTION**

2 **DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202**

3 **(On Behalf of the Derivative LC 203 Class)**

4 **(Against All Defendants)**

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

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

13 119. The members of the Derivative LC 203 Class are no longer employed by
14 Defendants as they were either discharged from or quit Defendants' employ.

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

18 121. As set forth above, Defendants willfully failed to pay the members of the
19 Derivative LC 203 Class their entire wages due and owing at the time of their termination or
20 within seventy-two hours of their resignation and failed to pay those sums for up to 30 days
21 thereafter.

22 122. Defendants' willful failure to pay wages to the members of the Derivative LC 203
23 Class violates Labor Code § 203 because Defendants knew or should have known wages were
24 due to the members of the Derivative LC 203 Class, as set forth above, but Defendants failed to
25 pay them.

26 123. Thus, the members of the Derivative LC 203 Class are entitled to recovery under
27 Labor Code § 203.

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1 **NINTH CAUSE OF ACTION**

2 **INDEPENDENT VIOLATIONS OF LABOR CODE §§ 201-202**

3 **(On Behalf of the Independent LC 203 Class)**

4 **(Against All Defendants)**

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

8 125. Labor Code § 201(a) states in pertinent part, “If an employer discharges an
9 employee, the wages earned and unpaid at the time of discharge are due and payable
10 immediately.”

11 126. Labor Code § 202(a) states in pertinent part, “If an employee not having a written
12 contract for a definite period quits his or her employment, his or her wages shall become due and
13 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous
14 notice of his or her intention to quit, in which case the employee is entitled to his or her wages at
15 the time of quitting. Notwithstanding any other provision of law, an employee who quits without
16 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests
17 and designates a mailing address. The date of the mailing shall constitute the date of payment for
18 purposes of the requirement to provide payment within 72 hours of the notice of quitting.”

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

24 128. The members of the Independent LC 203 Class are no longer employed by
25 Defendants as they were either discharged from or quit Defendants’ employ.

26 129. Defendants had a consistent and uniform policy, practice and procedure of
27 willfully failing to timely pay the earned wages of Defendants’ former employees, according to
28 amendment or proof.

1 130. For example, on or about October 23, 2023, Defendants terminated the
2 employment of Mr. Lucero. However, Defendants did not provide final wages to Mr. Lucero
3 until October 24, 2023, one day after his employment termination, and this check did not include
4 waiting time penalties.

5 131. Additionally, on or about January 11, 2024, Defendants terminated the
6 employment of Mr. Morrissey. However, Defendants did not provide final wages to Mr.
7 Morrissey until January 19, 2024, eight days after his employment termination, and this check
8 did not include waiting time penalties.

9 132. Finally, on or about March 29, 2024, Defendants terminated the employment of
10 Mr. Pimentel. However, Defendants did not provide final wages to Mr. Pimentel until April 1,
11 2024, one day after his employment termination, and this check did not include waiting time
12 penalties.

13 133. As such, Defendants willfully failed to pay the members of the Independent LC
14 203 Class all wages due and owing at the time of their termination or within seventy-two hours
15 of their resignation.

16 134. Defendants' willful failure to timely pay final wages to the members of the
17 Independent LC 203 Class violates Labor Code §§ 201-202 because Defendants knew or should
18 have known final wages were due to the members of the Independent LC 203 Class by a date
19 certain, but Defendants failed to pay them on a timely basis on or before that deadline.

20 135. Thus, the members of the Independent LC 203 Class are entitled to recovery
21 under to Labor Code § 203.

22 **TENTH CAUSE OF ACTION**
23 **PENALTIES UNDER LABOR CODE § 2699**
24 **(On Behalf of the Aggrieved Employees)**
25 **(Against All Defendants)**

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

1 **A. FAILURE TO PAY SICK PAY AT THE LEGAL PAY RATE**

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

5 138. Labor Code § 246(b)(1) states: “An employee shall accrue paid sick days at the
6 rate of not less than one hour per every 30 hours worked, beginning at the commencement of
7 employment or the operative date of this article, whichever is later, subject to the use and accrual
8 limitations set forth in this section.”

9 139. Labor Code § 246(l) states: “For the purposes of this section, an employer shall
10 calculate paid sick leave using any of the following calculations:

11 (1) Paid sick time for nonexempt employees shall be calculated in the same
12 manner as the regular rate of pay for the workweek in which the employee
13 uses paid sick time, whether or not the employee actually works overtime in
14 that workweek.

15 (2) Paid sick time for non-exempt employees shall be calculated by dividing the
16 employee’s total wages, not including overtime premium pay, by the
17 employee’s total hours worked in the full pay periods of the prior 90 days of
18 employment.”

19 140. Defendants, as a matter of established company policy and procedure, at each and
20 every one of the individual facilities owned and/or operated by Defendants, during the relevant
21 time period:

22 a. Administered a uniform company policy and practice as to the pay policies
23 regarding Plaintiff and all other similarly situated aggrieved employees; and

24 b. Failed to pay Plaintiff and all other similarly situated aggrieved employees for
25 paid sick days in a manner that fully complies with Labor Code § 246(l).

26 141. Defendants’ pattern, practice, and uniform administration of corporate policy
27 regarding illegal employee compensation as described herein is unlawful and creates an
28 entitlement, under Labor Code §§ 246, 248.5, and/or 2699, et seq., to recovery by Plaintiff and

all other similarly situated aggrieved employees, in a civil action, to the extent allowed by law.

B. PENALTIES ASSESSED

142. Under Labor Code § 2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, board agencies or employees, such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code § 2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those for which a civil penalty is specifically provided), the aggrieved employees seek recovery of all applicable civil penalties, as follows:

- a. As applicable, for civil penalties under Labor Code § 2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of \$100 for each aggrieved employee per pay period for the initial violation; and \$200 for each aggrieved employee per pay period for each subsequent violation;
- b. As applicable, civil penalties under Labor Code § 558 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid;
- c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay period the aggrieved employee was intentionally underpaid, and \$250 for each subsequent violation for each underpaid aggrieved employees regardless of

whether the initial violation was intentionally committed;

- d. As applicable, for civil penalties under Labor Code § 210 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each employee who is/was not paid wages in accordance with Labor Code §§ 204 and 204b in the amount of a civil penalty of \$100 for each aggrieved employee per pay period for each initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of Labor Code § 226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation;
- f. As applicable, for civil penalties under Labor Code § 248.5(e) (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of Labor Code § 246(l); and
- g. As applicable, for any and all additional civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

143. In addition, Plaintiffs seek and are entitled to 75% of all penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and 25% to Plaintiffs and all other similarly situated aggrieved employees.

144. Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs under Labor Code §§ 2699(g)(1) and any other applicable statute.

145. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met: (1) (A) The aggrieved employee or representative shall give written notice by online filing with the Labor and Workforce Development Agency and by certified mail to the employer of the

1 specific provisions of this code alleged to have been violated, including the facts and theories to
2 support the alleged violation.”

3 146. Labor Code § 2699.3(c)(1) states in pertinent part: “A civil action by an aggrieved
4 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
5 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
6 commence only after the following requirements have been met: (1) (A) The aggrieved
7 employee or representative shall give written notice by online filing with the Labor and
8 Workforce Development Agency and by certified mail to the employer of the specific provisions
9 of this code alleged to have been violated, including the facts and theories to support the alleged
10 violation.”

11 147. Here, Plaintiffs’ civil action alleges violations of provisions listed in Labor Code
12 § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such,
13 Labor Code § 2699.3(a) and § 2699.3(c) apply to this action.

14 148. On March 5, 2024, Plaintiff Lucero complied with Labor Code § 2699.3(a) and
15 Labor Code § 2699.3(c) in that Plaintiff Lucero gave written notice by online filing with the
16 LWDA and by certified mail to Defendants of the specific provisions of the Labor Code alleged
17 to have been violated, including the facts and theories to support the alleged violations. Attached
18 hereto as Exhibit 1 is Plaintiff Lucero’s LWDA letter.

19 149. Labor Code § 2699.3(a) further states in pertinent part: “(2)(A) The agency shall
20 notify the employer and the aggrieved employee or representative by certified mail that it does
21 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
22 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
23 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
24 aggrieved employee may commence a civil action pursuant to Section 2699.”

25 150. As of May 9, 2024 (65 calendar days after Plaintiffs’ March 5, 2024 LWDA letter
26 was filed online), Plaintiffs had not received any notification that the LWDA intended to
27 investigate the alleged violations. As such, Plaintiff Lucero has complied with Labor Code §
28 2699.3(a) and are authorized to commence a civil action that includes a cause of action under

1 Labor Code § 2699.

2 151. Further, as of April 7, 2024 (33 calendar days after Plaintiff Lucero's March 5,
3 2024 LWDA letter was mailed to Defendants via certified mail), Plaintiff have not received from
4 Defendants written notice by certified mail that the alleged violations have been cured, including
5 a description of actions taken. As such, Plaintiffs have complied with Labor Code § 2699.3(c)
6 and are authorized to commence a civil action that includes a cause of action under Labor Code §
7 2699.

8 **ELEVENTH CAUSE OF ACTION**

9 **UNFAIR BUSINESS PRACTICES**

10 **(On Behalf of the 17200 Class)**

11 **(Against All Defendants)**

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

15 153. Business & Professions Code § 17200 provides, in pertinent part, "unfair
16 competition shall mean and include any unlawful, unfair or fraudulent business act."

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

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

23 156. Defendants have engaged in unlawful, unfair and fraudulent business acts or
24 practices prohibited by Business & Professions Code § 17200, including those set forth in the
25 preceding and foregoing paragraphs of the complaint, thereby depriving the members of the
26 17200 Class of the minimum working standards and conditions due to them under the Labor
27 Code and/or the IWC Wage Orders, as specifically described herein.

28 ///

- 1 d. For recovery of the unpaid balance of the full amount of overtime compensation due
2 and owing, calculated at the appropriate rate and according to proof;
3 e. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil
4 Code § 3287;
5 f. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
6 and/or 1194(a);

7 As to the Second Cause of Action for Failure to Pay All Overtime Wages at the Legal Overtime

8 Pay Rate:

- 9 g. For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s)
10 regarding wages due and owing, according to proof;
11 h. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a), and Civil
12 Code § 3287;
13 i. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
14 and/or 1194(a);

15 As to the Third Cause of Action for Failure to Pay Overtime Wages:

- 16 j. For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s)
17 regarding wages due and owing, according to proof;
18 k. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil
19 Code § 3287;
20 l. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
21 and/or 1194(a);

22 As to the Fourth Cause of Action for Failure to Provide Meal Periods:

- 23 m. For one hour of pay at the regular rate of compensation for each member of the Meal
24 Period Class for each workday that a meal or rest period was not provided;
25 n. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
26 3287;

27 As to the Fifth Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

- 28 o. For one hour of pay at the regular rate of compensation for each member of the Rest

- 1 Period Class for each workday that a meal or rest period was not provided;
- 2 p. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
- 3 3287;

4 As to the Sixth Cause of Action for Unpaid Reimbursements for Work Expenses:

- 5 q. For recovery of the unpaid balance for all necessary expenditures and losses incurred
- 6 in direct consequence of the discharge of Defendants' duties;
- 7 r. For interest thereon at the same rate as judgments in civil actions, accruing from the
- 8 date on which each member of the Reimbursements Class incurred the necessary
- 9 expenditure or loss, under Labor Code § 2802(b);
- 10 s. For reasonable attorneys' fees and costs under Labor Code § 2802(c);

11 As to the Seventh Cause of Action for Failure to Timely Furnish Accurate Itemized Wage

12 Statements:

- 13 t. For recovery as authorized by Labor Code § 226(e);
- 14 u. For an award of costs and reasonable attorneys' fees under Labor Code §§ 226(e)/(g);

15 As to the Eighth Cause of Action for Derivative Violations of Labor Code §§ 201-202:

- 16 v. For recovery as authorized by Labor Code § 203;

17 As to the Ninth Cause of Action for Independent Violations of Labor Code §§ 201-202:

- 18 w. For recovery as authorized by Labor Code § 203;

19 As to the Tenth Cause of Action for Penalties Under Labor Code § 2699:

- 20 x. As applicable, for civil penalties under Labor Code § 2699(f), in addition to and
- 21 entirely independent and apart from other penalties in the Labor Code and for Labor
- 22 Code violations without a specific civil penalty, in the amount of \$100 for each
- 23 aggrieved employee per pay period for each violation, and \$200 for each aggrieved
- 24 employee per pay period for each subsequent violation;
- 25 y. As applicable, for civil penalties under Labor Code § 558, in addition to and entirely
- 26 independent and apart from other penalties in the Labor Code, as follows:
- 27 i) For any initial violation, fifty dollars (\$50) for each aggrieved underpaid
- 28 employee for each pay period for which the employee was underpaid; and

- 1 ii) For each subsequent violation, one hundred dollars (\$100) for each aggrieved
2 underpaid employee for each pay period for which the employee was
3 underpaid;
- 4 z. As applicable, for civil penalties under Labor Code § 1197.1, in addition to and
5 entirely independent and apart from other penalties in the Labor Code, as follows:
- 6 i) For any initial violation that is intentionally committed, \$100 for each
7 aggrieved underpaid employee for each pay period for which the employee
8 was underpaid; and
- 9 ii) For each subsequent violation, regardless of whether the initial violation is
10 intentionally committed, \$250 for each aggrieved underpaid employee for
11 each pay period for which the employee was underpaid;
- 12 aa. As applicable, for civil penalties under Labor Code § 210, in addition to and entirely
13 independent and apart from other penalties in the Labor Code, in the amount of \$100
14 for each aggrieved employee per pay period for each violation, and \$200 for each
15 aggrieved employee per pay period for each subsequent violation;
- 16 bb. As applicable, for civil penalties under Labor Code § 226.3, in addition to and
17 entirely independent and apart from other penalties in the Labor Code, in the amount
18 of \$250 for each aggrieved employee per pay period for each violation, and \$1,000
19 for each aggrieved employee per pay period for each subsequent violation;
- 20 cc. As applicable, for civil penalties under Labor Code § 248.5(e) (in addition to and
21 entirely independent and apart from any other penalty provided in the Labor Code),
22 for each violation of Labor Code § 246(l), in the amount of \$250;
- 23 dd. As applicable, for reasonable attorneys' fees and costs incurred under Labor Code §
24 2699(g)(1) and any other applicable statute; and
- 25 ee. For such relief as this Court may deem just and proper;

26 As to the Tenth Cause of Action for Unfair Business Practices:

- 27 ff. For an accounting, under administration of Plaintiffs and/or the receiver and subject
28 to Court review, to determine the amount to be returned by Defendants, and the

1 amounts to be refunded to members of the Classes who are owed monies by
2 Defendants;
3 gg. For an Order requiring Defendants to identify each of the members of the Classes by
4 name, home address, home telephone number and, if available, email address;
5 hh. For an Order requiring Defendants to make full restitution and payment under
6 California law;
7 ii. For an Order for a preliminary and/or permanent injunction prohibiting Defendants
8 from engaging in the acts complained of herein;
9 jj. For the creation of an administrative process wherein each injured member of the
10 Classes may submit a claim in order to receive his/her money;
11 kk. For all other appropriate injunctive, declaratory and equitable relief;
12 ll. For interest to the extent permitted by law;
13 mm. For an award of attorneys' fees and costs incurred in the investigation, filing and
14 prosecution of this action under Code of Civil Procedure § 1021.5, Business &
15 Professions Code §§ 17200, et seq., Labor Code § 1194 and/or any other applicable
16 provision of law;

17 As to All Causes of Action:

18 nn. For such relief as this Court may deem just and proper, including reasonable
19 attorneys' fees and costs incurred.

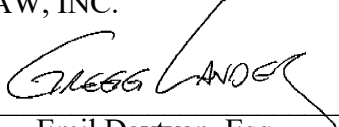
20 **VII.**

21 **DEMAND FOR JURY TRIAL**

22 Plaintiffs hereby demand trial of their claims by jury to the extent authorized bylaw.

23 Dated: June 17, 2024

D.LAW, INC.

24 By: 
25 _____

26 Emil Davtyan, Esq.
27 Gregg Lander, Esq.
28 Vanessa M. Ruggles, Esq.
Attorneys for Plaintiffs

EXHIBIT 1

March 5, 2024

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: Inland Empire Windustrial Co. and Winsupply Inc. (collectively, the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency, and the Employer

From: Christian C. Lucero (the “Employee”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period each Employer was and is a member of and/or engaged in a joint venture, partnership and common enterprise, and was acting within the course and scope of, and in pursuance of said joint venture, partnership and common enterprise. Further, during this time period, each Employer employed the Employee and all other similarly situated aggrieved employees as non-exempt employees and utilized consistent policies and procedures regarding the Employee and all such other aggrieved employees, as follows:

First, the Employee and other aggrieved employees spent time under the Employer’s control but were not paid therefor. For example, the Employer required the Employee and other aggrieved employees to use their personal mobile devices for work-related tasks, including before and/or after their shifts, and/or on weekends. In these circumstances, the Employer failed to pay all straight time, minimum, and/or overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control, in violation of Labor Code §§ 510, 1194, 1197, and 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and other aggrieved employees, because the Employer failed to relinquish all control and/or because meal breaks were missed, interrupted, short and/or late. The Employee and other aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute uninterrupted meal breaks within the first five hours of their shifts. Further, they sometimes worked over ten and/or twelve hours but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512 and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.



Third, the Employer failed to always authorize and permit paid rest breaks to the Employee and other aggrieved employees. The Employee and other aggrieved employees did not always get full ten-minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and other aggrieved employees were not always authorized and permitted legally compliant rest breaks. The Employer did not always pay a rest period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7 and 516, and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Fourth, the Employee and other aggrieved employees incurred expenses while performing reasonable and necessary work-related duties, including but not limited to protective gear (including but not limited to safety gloves) and personal mobile devices. The Employer failed to reimburse for expenses incurred. As such, the Employer violated Labor Code § 2802 by failing to reimburse the Employee and other aggrieved employees for all business expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code § 2699(f).

Fifth, regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because of the Employer failed to pay all wages as set forth above, Employer issued wage statements that inaccurately reflected hours worked and/or wages earned to the Employee and other aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Sixth, regarding waiting time penalties, because the Employer failed to pay all wages as set forth above, the Employee and other aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. The Employer's failure to timely pay final wages to the Employee and other aggrieved employees was willful in that the Employer adopted policies and/or practices that were incompatible with the Labor Code. Because the Employer failed to pay all wages as set forth above, the Employer derivatively violated Labor Code §§ 201-202 and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Seventh, also regarding waiting time penalties, in addition to the derivative violations of Labor Code § 203 above, the Employer did not timely pay the Employee and other separated aggrieved employees all wages due and owing in a timely manner. For example, the Employer terminated the Employee's employment on or around October 23, 2023, so his final wages were immediately due and owing. However, the Employer willfully failed to pay the Employee her/his final wages until October 24, 2023. Therefore, the Employer violated Labor Code §§ 201-203 and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Eighth, and finally, the Employer failed to always provide the Employee and other aggrieved employees with paid sick days. In violation of Labor Code § 246, the Employee and other aggrieved employees worked for the Employer for 30 or more days after July 1, 2015, yet the Employer did not always pay for all requested sick days under Labor Code § 246(a)(1). As such, the Employer owes the Employee and other aggrieved employees unpaid sick days and/or accrued sick days and owes penalties under Labor Code §§ 2699(a)/(f), 248.5, and/or 558.



PAGA Administrator
Re: Inland Empire Windustrial Co., et al.
March 5, 2024
Page 3

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Regards,

Emil Davtyan
Gregg Lander
Vanessa M. Ruggles

cc: (via Certified Mail)

Inland Empire Windustrial Co.
10927 Jasmine Street
Fontana, CA 92337

Winsupply Inc.
3110 Kettering Blvd.
Moraine, OH 45439

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025-3361, which is located in Los Angeles County, where the service herein occurred.

On the date of execution hereof, I caused to be served the following attached document/s:

FIRST AMENDED COMPLAINT

on the interested parties in this action, addressed as follows:

Attorneys for Defendants Inland Empire
Windustrial Co. and Winsupply, Inc.:

Agent for Service of Process for
Orange County Winwater Works Co.:

Rachel J. Lee, Esq.
Jasmine Shams, Esq.
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071-2074
Tel.: (213) 580-3900 / Fax: (213) 250-7900
Email: Rachel.Lee@lewisbrisbois.com
Email: Jasmine.Shams@lewisbrisbois.com

CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Agent for Service of Process for
Sacramento Windustrial Co.:

CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

using the following service method:

X VIA MAIL: I caused the document(s) to be served to be deposited at: 1635 Pontius Avenue, Second Floor, Los Angeles, California, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on **June 17, 2024**, at Los Angeles, California.



Cindy Rivas