

04/22/2024

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individually and on behalf of all others similarly situated.

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JOSE PULIDO-PEREDO, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

QG PRINTING II, LLC, a Connecticut limited
liability company, QUAD GRAPHICS, INC., a
Wisconsin corporation, 74 QG PRINTING
LLC, an unknown entity, and DOES 1-100,

Defendants.

CASE NO.: **24CV007904**

CLASS ACTION

1. FAILURE TO PAY COMPENSATION FOR ALL HOURS WORKED (LABOR CODE §§ 216 AND 1194)
2. FAILURE TO PAY MINIMUM WAGE (LABOR CODE §§ 216 and 1194 et seq.);
3. FAILURE TO PAY OVERTIME COMPENSATION (LABOR CODE §510)
4. FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS (LABOR CODE § 226);
5. WAITING TIME PENALTIES (LABOR CODE §§ 201-203);
6. FAILURE TO PROVIDE MEAL & REST PERIODS (LABOR CODE § 226.7 and 512);
7. UNREIMBURSED BUSINESS EXPENSES (LABOR CODE §§ 2800 &

2802); and
8. UNFAIR COMPETITION
(BUSINESS AND PROFESSIONS
CODE § 17200, et seq.)

JURY TRIAL DEMANDED

Plaintiff JOSE PULIDO-PEREDO (“Plaintiff”), individually, and on behalf of all similarly situated individuals, alleges as follows:

GENERAL ALLEGATIONS

1. This is a proposed class action brought against Defendants QG PRINTING II, LLC, a Connecticut limited liability company, (hereinafter referred to as “QGP”), QUAD GRAPHICS, INC., a Wisconsin corporation, 74 QG PRINTING LLC, an unknown entity, DOES 1-100 inclusive (collectively, “Defendants” or “Company”), on behalf of Plaintiff and all other individuals who were employed as non-exempt, hourly employees or any other similarly situated non-exempt, hourly positions (collectively, “Class Members”), at any time during the four years preceding the filing of this action, and continuing while this action is pending (“Class Period”), and who were denied the benefits and protections required under the Labor Code and other statutes and regulations applicable to employees in the State of California.

2. During the Class Period, Defendants:

- a. failed to pay wages for all hours worked, including for hours worked in excess of eight hours a day or forty hours a week, by the Non-exempt hourly employees ;
- b. failed to pay minimum wages due to the Non-exempt hourly employees;
- c. failed to pay overtime compensation due to the Non-exempt hourly employees who worked on the seventh consecutive day;
- d. failed to provide the Non-exempt hourly employees with timely and accurate wage and hour statements;
- e. failed to pay the Non-exempt hourly employees compensation in a timely manner upon their termination or resignation;

- f. failed to maintain complete and accurate payroll records for the Non-exempt hourly employees;
- g. failed to provide reporting time pay to Non-exempt hourly employees in violation of the applicable Industrial Welfare Commission wage orders, and California Labor Code sections 204 and 1198;
- h. failed to provide meal periods and rest periods in accordance with and in violation of the applicable Industrial Welfare Commission wage orders, and California Labor Code sections 226.7 and 510.
- i. failed to pay the additional hour of pay for not providing meal periods and rest periods in accordance with and in violation of the applicable Industrial Welfare Commission wage orders, and California Labor Code sections 226.7;
- j. failed to indemnify the Non-exempt hourly employees for all necessary business expenditures or losses;
- k. wrongfully withheld wages and compensation due to the Non-exempt hourly employees; and
- l. committed unfair business practices in an effort to increase profits and to gain an unfair business advantage at the expense of the Non-exempt hourly employees and the public;

3. The foregoing acts and other acts by Defendants - committed throughout California and Los Angeles County - violated numerous provisions of California law, including Labor Code §§ 200, 201, 202, 203, 204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and 2698 et seq. and the applicable Wage Orders issued by the Industrial Welfare Commission (collectively, “Employment Laws and Regulations”), Business & Professions Code §§ 17200 *et seq.*, and violated Plaintiff’s rights and the rights of the non-exempt hourly employees .

JURISDICTION AND VENUE

4. This Court has jurisdiction over all causes of action herein pursuant to the California Constitution, Article VI, § 10, Code of Civil Procedure § 410.10 and Business and Professions

1 Code § 17203.

2 5. Venue is proper in this Court under Code of Civil Procedure §§ 395 and 395.5
3 because Defendants operate and reside in this County, Plaintiff JOSE PULIDO-PEREDO resides in
4 and/or worked in this county and the injuries that are the subject of this lawsuit arose in this county.
5 PLAINTIFF is informed and believes and on that basis alleges that Defendants QG Printing II,
6 LLC, Quad Graphics, Inc., and 74 QG Printing LLC, are not registered as a foreign corporation
7 with the California Secretary of State and have not designated any county in California as their
8 principal place of business. As such, venue is proper in any county in California.

9 **THE PARTIES**

10 6. Plaintiff was employed by Defendants as a non-exempt, hourly employee within the
11 last year, and worked out of Defendants' Warehouse in West Sacramento, California as a Forklift
12 Operator. Defendants hired Plaintiff in or around February 2013 and Plaintiff was terminated from
13 his employment in or around September 2023.

14 7. Plaintiff is informed, believes, and alleges that Defendants have been doing business
15 in California at all relevant times. Defendant QG Printing, LLC, is a company incorporated in
16 Connecticut. Upon information and belief, Quad Graphics, Inc., is the parent company of QG
17 Printing II, LLC, and is a corporation incorporated in Wisconsin. Upon information and belief, 74
18 QG Printing, LLC is an unincorporated business and is not registered as a corporation with the
19 California Secretary of State. Upon information and belief, Quad Graphics, Inc., is the parent
20 company of QG Printing II, LLC. Upon information and belief, Defendants own and operate a
21 warehouse in California and have been doing business in California at all relevant times.

22 8. Plaintiff is currently unaware of the true names and capacities of the defendants sued
23 in this action by the fictitious names DOES 1 through 100, inclusive, and therefore sues those
24 defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names
25 and capacities of such fictitiously named defendants when they are ascertained. Plaintiff is
26 informed and believes and based thereon states that the persons sued herein as DOES are in some
27 manner responsible for the conduct, injuries and damages herein alleged.

28 9. Plaintiff is informed and believes and based thereon alleges that each defendant sued

1 in this action, including each defendant sued by the fictitious names DOES 1 through 100,
2 inclusive, is responsible in some manner for the occurrences, controversies and damages alleged
3 below.

4 10. Plaintiff is informed and believes and based thereon alleges that DOES 1 through
5 100, inclusive, were the agents, servants and/or employees of Defendants and, in doing the things
6 hereinafter alleged and at all times, were acting within the scope of their authority as such agents,
7 servants and employees, and with the permission and consent of Defendants.

8 11. Plaintiff is informed and believes and based thereon alleges that Defendants ratified,
9 authorized, and consented to each and all of the acts and conduct of each other as alleged herein.
10 Each of the defendants were the agent and/or employee of the others, and the conduct of each
11 defendant herein alleged was authorized and/or ratified by the others. The conduct of the Company
12 was carried on by and through its authorized agents, including owners, officers, directors, managers
13 and supervisors.

14 **COMMON FACTS APPLICABLE TO ALL CAUSES OF ACTION**

15 12. Plaintiff is an individual who resided in the County of Sacramento, during the four
16 years preceding the filing of this action. Plaintiff was employed by Defendants as a non-exempt,
17 hourly employee with the position of Forklift Operator in Sacramento County within the last four
18 years preceding the filing of this action. Plaintiff and other Class Members conduct a spectrum of
19 warehouse responsibilities, encompassing the operation of forklifts, transportation of inventory
20 from the warehouse to outdoor plant work areas, shrinking wrapping pallets, and pallet movement
21 utilizing forklift machinery. At all relevant times, QGP issued and maintained uniform,
22 standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid
23 employees in California, including Plaintiff and other Class Members, regardless of its location or
24 position.

25 13. QGP stands as one of the foremost marketing service providers and manufacturers in
26 the United States, delivering marketing solutions to an array of brands while also ranking as the
27 second-largest provider of commercial printing services in North America. In addition, QGP
28 maintains a global presence with approximately 96 facilities worldwide, including 34 locations

1 situated throughout the United States. During the Class Period QGP maintained three warehouses
2 or plants in California: Merced, Riverside, and West Sacramento.

3 14. Plaintiff is a former employee of QGP. He commenced his employment with Vertis,
4 Inc., in 2001, and worked at the West Sacramento location as a Forklift Operator. In or around
5 January 2013, Vertis, Inc., filed for bankruptcy and was subsequently acquired by Quad Graphics,
6 LLC. Most employees of Vertis, Inc., were then hired by QGP. Plaintiff worked for QGP at their
7 West Sacramento facility from February 2013 until he was terminated from QGP in September
8 2023. Throughout his 10 years with the Company, Plaintiff worked as a Forklift Operator and
9 Offset Press Assistant I. Furthermore, throughout his employment with QGP, Plaintiff typically
10 worked 11.5 hours per day, 3-4 days per week from 7:00 a.m. to 7:00 p.m. or, from 7:00 p.m. to
11 7:00 a.m. By the end of his employment, Plaintiff was earning an hourly rate of \$21.70. On average,
12 Plaintiff worked 3.5 hours of daily overtime, but, as explained in further detail below, was not being
13 fully compensated for all hours worked, including for overtime.

14 15. During Plaintiff's employment with Defendants, Defendants did not provide non-
15 exempt hourly employees, including Plaintiff, with legally compliant meal periods and rest breaks.
16 In addition, during Plaintiff's employment with Defendants, the Company had no policy or
17 procedures put in place that accounted for scheduled rest breaks within Class Members', including
18 Plaintiff's, schedules.

19 16. With respect to rest breaks, Plaintiff and other similarly situated hourly employees
20 are not provided any training about statutory breaks under California law, are not scheduled to take
21 rest breaks, and in fact, rest breaks are not made available to them. Further, throughout the
22 Relevant Time Period, Plaintiff and other Non-exempt hourly employees were routinely denied the
23 rest breaks they were entitled to under California law, including: (a) failing to provide paid rest
24 periods of ten (10) minutes during which Plaintiff and other similarly-situated Non-exempt hourly
25 employees were relieved of all duty for each four (4) hours of work or major fraction thereof; (b)
26 failing to pay Plaintiff and other Non-exempt hourly employees one (1) hour of pay at their regular
27 rate of compensation for each workday that a rest period was not permitted. Furthermore, the
28 Company has a written "Meal Period and Rest Break Waiver" form. The waiver forms do not

1 actually have language regarding waiving of rest periods, but the title of the document is technically
2 facially invalid since rest periods are not waivable. However, the 2 other waivers signed in 2014
3 and 2015 no longer include the facially invalid title referring to rest break waiver.

4 17. With respect to meal periods, non-exempt hourly employees typically work 8-12
5 hours per day. Defendants fail to schedule a meal period where non-exempt hourly employees,
6 including Plaintiff, are relieved of all duty for a 30-minute period within the first five hours of their
7 shift or pay the premium compensation for the missed or late meal period. In addition, non-exempt,
8 hourly employees never receive a second meal period for shifts in excess of ten hours or pay
9 premium compensation for the missed second meal period. Concerning the second meal period,
10 there is no evidence that non-exempt, hourly employees have agreed to waive their right to a second
11 meal period with respect to shifts lasting more than 10 hours but less than 12 hours. Non-exempt
12 hourly employees are also prevented from taking legally compliant meal and rest breaks due to
13 Defendants' policies, procedures, and practices in scheduling employees shifts.

14 18. Defendants also discourage meal and rest periods by requiring non-exempt hourly
15 employees, including Plaintiff, to accept all assignments given to them and disciplining them for
16 not doing so. Non-exempt, hourly employees, including Plaintiff, are also not provided with a
17 second rest period for shifts lasting six to ten hours, or a third rest period for shifts in excess of ten
18 hours. Defendants do not provide non-exempt, hourly employees with paid rest periods as required
19 by law. Defendants likewise fail to authorize work-free rest periods to non-exempt hourly
20 employees where employees are relieved of all duties, and do not pay the premium compensation
21 for the missed rest periods. In addition, non-exempt hourly employees are also not paid their
22 regular hourly rate for their recovery time/rest periods, in violation of Labor Code section 226.2.

23 19. Defendants have established a policy which does not compensate non-exempt hourly
24 employees, including Plaintiff, for the time they actually worked and as a result Defendants have
25 failed to pay all wages due including overtime wages for all hours worked and failed to pay the
26 required minimum wage for all hours worked.

27 20. Non-exempt hourly employees, including Plaintiff, also were not reimbursed for
28 business expenses. For example, Plaintiff would use his personal vehicle to travel from the QGP

1 warehouse in Sacramento to Defendants' outdoor plant working areas. Class Members including
2 Plaintiff are not reimbursed for usage of their personal vehicles and associated mileage, as well the
3 cost of gas to travel to, between, and from QGP's warehouse and outdoor plant areas. Defendants
4 know very well that Class Members, like Plaintiff, travel to the outdoor plant locations with their
5 own personal vehicles as QGP provides a schedule outlining the various tasks to be completed for
6 the outdoor plant work areas. QGP does not provide Class Members, including Plaintiff, with a
7 company-vehicle nor do they reimburse the Class Members including Plaintiff for gas and mileage.
8 At the warehouse, QGP directs Class Members, including Plaintiff, to use their personal phones to
9 receive text messages from the Company on certain tasks such as what the plant needs and would
10 speak to shipping departments over the phone for work related matters. Plaintiff also paid out of
11 pocket to cover a portion of the cost of purchasing the required steel-toed boots, an essential and
12 necessary part of the job in order to be protected from the heavy machinery he was using.

13 21. Non-exempt hourly employees, such as the Plaintiff, frequently found themselves
14 exceeding the standard 8-hour workday without receiving the requisite overtime premium pay, as
15 stipulated by the pertinent wage order. Accordingly, Defendants failed to pay Plaintiff and non-
16 exempt hourly employees for all hours worked. Additionally, Defendants improperly calculated the
17 amount of overtime wages owed, and thus failed to pay Plaintiff all overtime wages due.

18 22. During Plaintiff's employment with Defendants, Defendants failed and refused to
19 provide Plaintiff with timely and accurate wage and hour statements in violation of the Employment
20 Laws and Regulations, including the wage and hour statements' failure to show all wages earned,
21 all hours worked, or all applicable rates. Moreover, Defendants did not maintain adequate records
22 of all wages earned, hours worked, and breaks taken. QGP also issued uniform wage statements to
23 Plaintiff and other Class Members that listing an unknown entity, in violation of Labor Code §
24 226(a)(8). Specifically, on the wage statements QGP lists "74 QG Printing II" as the employer
25 however, no such entity by the name "74 GQ Printing II LLC" is listed on the California Secretary
26 of State website. Plaintiff's and Class Members' wage statements incorrectly list an altogether
27 unknown entity with a Wisconsin address. With respect to waiting time penalties, the QGP failed to
28 fully compensate former Class Members.

1 23. During Plaintiff's employment with Defendants, Defendants wrongfully withheld
2 from Plaintiff and failed to pay wages and other compensation due for all hours worked, and as
3 otherwise required per Employment Laws and Regulations. Defendants willfully and knowingly
4 failed to pay Plaintiff and other non-exempt, hourly employees, upon termination of employment,
5 all accrued compensation including, but not limited to, payment of minimum wage compensation,
6 overtime compensation, missed meal and rest period compensation and unused vacation time.

7 24. During Plaintiff's employment, QGP failed to pay Class Members, including
8 Plaintiff, for all hours worked due to its policy of only counting the time the Class Members were
9 scheduled to work and not for any work that was done past the 8 hours. Furthermore, QGP
10 managers would tamper with employee hours after Class Members would clock in and out. Class
11 Members, including Plaintiff, would clock in on an electronic timeclock using employee badges and
12 fingerprint scan for clocking in for the start of shift, meal breaks, and his shift end time. Regardless
13 of this advanced system, Class Members' wage statements would not reflect the accurate hours they
14 worked or the times they clocked in and clocked out for.

15 25. For example, in or around June 2023, Plaintiff began noticing his recorded hours
16 were being cut short on his time sheets, despite working for 11.5 hours a day, his wage statements
17 only reflected 9-10 hours of work. Other instances his wage statements reflected 41 to 42 hours of
18 work for the when in reality he clocked in 46 hours of work in a week. Suspicious of time
19 tampering, Plaintiff reported the hours being cut short to his supervisor, Jose Vargas. After Mr.
20 Vargas investigated the matter, he confirmed to Plaintiff that there had been an edit to his time
21 entries. Within that same conversation, Mr. Vargas admitted to Plaintiff that QGP supervisors have
22 the ability to edit time entries of employees. Mr. Vargas confirmed that an adjustment to Plaintiff's
23 time entries had been made and suspected that his new warehouse department supervisor was
24 behind the adjustments.

25 26. During Plaintiff's employment, QGP has failed to pay Plaintiff and other Class
26 Members for all hours worked upon termination. For example, after being terminated, Plaintiff's
27 final check included about 79 hours of unused vacation pay, however, in reality, Plaintiff was
28 entitled to approximately 80 more hours of unused vacation hours totaling about 166 unused

1 vacation hours he had accumulated over the course of his 10-year tenure with QGP. Plaintiff
2 reported the discrepancy to QGP's Human Resources department however, he was told he was not
3 entitled to those hours because he was not going to "finish out the year" with QGP. Plaintiff's and
4 Class Members' right for earned or vested vacation wages does not turn on whether there was an
5 express contract or policy stating that their unused vacation time would "accrue" or "carry over."

6 27. During Plaintiff's employment, QGP had a COVID-19 vaccine related incentive
7 payment called "VAI Vaccine Incentive". On one occasion, Plaintiff received the COVID vaccine
8 related incentive payment titled, "VAI Vaccine Incentive" in the same pay period he earned
9 overtime reflected in his wage statements. However, his overtime payment was paid out at 1.5x his
10 straight hourly rate and did not account for the incentive pay for the purposes of calculating the
11 regular rate of pay for overtime.

12 28. To the extent that any non-exempt hourly employees, including Plaintiff, entered
13 into any arbitration agreement with any Defendant, such agreement is void and unenforceable. Any
14 such agreement was one of adhesion, executed under duress, lacked consideration and mutuality,
15 and is otherwise void under both Labor Code § 229, 432.6 and the California Supreme Court case
16 of *Armendariz v. Foundation Health Psychare Services, Inc.* (2000) 24 Cal.4th 83.

17 **CLASS ACTION ALLEGATIONS**

18 29. All current and former non-exempt, hourly employees who were employed by
19 Defendants in California during the Class Period, including Plaintiff, are proposed class members
20 (henceforth, "Class Members").

21 30. The non-exempt hourly employees' duties and activities during their respective
22 working hours and each shift are known to and directed by Defendants, and are set and controlled
23 by Defendants.

24 31. During the Class Period, Defendants have routinely failed to provide non-exempt,
25 hourly employees with legally compliant and mandated meal and rest breaks.

26 32. During the Class Period, the Defendants refused to compensate non-exempt, hourly
27 employees for all hours worked including time during which non-exempt hourly employees were
28 subject to Defendants' control and were suffered or permitted to work for Defendants. Defendants

1 failed and refused to pay non-exempt hourly employees for all hours worked, including but not
2 limited to time worked during their meal and rest periods and unused vacation time.

3 33. During the Class Period, Defendants have failed and refused to provide non-exempt
4 hourly employees with timely and accurate wage and hour statements.

5 34. During the Class Period, Defendants have failed and refused to pay accrued wages
6 and other compensation earned and due immediately to non-exempt hourly employees who were
7 terminated, and Defendants have failed and refused to pay accrued wages and other compensation
8 earned and due within seventy-two hours to non-exempt hourly employees who ended their
9 employment.

10 35. During the Class Period, Defendants have failed and refused to maintain complete
11 and accurate payroll records for non-exempt hourly employees showing gross hours earned, total
12 hours worked, all deductions made, net wages earned, and all applicable hourly rates in effect
13 during each pay period and the corresponding number of hours worked at each hourly rate.

14 36. During the Class Period, Defendants have failed and refused to indemnify the non-
15 exempt hourly employees for all necessary expenditures or losses incurred by them in direct
16 consequence of the discharge of their duties, or of their obedience to the directions of Defendants.

17 37. During the Class Period, Defendants have wrongfully withheld and failed to pay
18 non-exempt, hourly employees wages and other compensation earned and due them for all hours
19 worked and as otherwise required pursuant to the Employment Laws and Regulations, including the
20 payment of reporting time pay and the correct amounts of overtime wages owed.

21 38. During the Class Period, Defendants have refused and failed to fully compensate
22 non-exempt hourly employees with reporting time pay.

23 39. Defendants' conduct violated the Employment Laws and Regulations. Defendants'
24 systematic acts and practices also violated, inter alia, Business & Professions Code §§ 17200, *et*
25 *seq.*

26 40. Plaintiff also seeks all other compensation and all benefits required pursuant to the
27 Employment Laws and Regulations, plus penalties and interest, owed to non-exempt hourly
28 employees.

1 41. The duties and business activities of the Class Members were essentially the same as
2 the duties and activities of the Plaintiff. At all times during the Class Period, all of the Class
3 Members were employed in the same or similar job as Plaintiff (as a non-exempt, hourly
4 employees) and were paid in the same manner and under the same standard employment procedures
5 and practices as Plaintiff.

6 42. During the Class Period, Defendants were fully aware that Plaintiff and the Class
7 Members were required to use their personal vehicles to travel from Defendants' warehouse to the
8 outdoor plant work areas, were using their personal cell phones to receive test messages from the
9 Company regarding certain tasks to be completed, and were aware that employees were paying for
10 their own protective steel toe boots, as required by Defendants.

11 43. Defendants' violations of the Employment Laws and Regulations were repeated,
12 willful and intentional.

13 44. Plaintiff and the Class Members have been damaged by Defendants' conduct.

14 45. While the exact number of Class Members are unknown to Plaintiff at the present
15 time, based on information and belief, there are more than 40 such persons. A class action is the
16 most efficient mechanism for resolution of the claims of the Class Members.

17 46. In addition, a class action is superior to other available methods for the fair and
18 efficient adjudication of this controversy because the damages suffered by individual Class
19 Members may be relatively small, and the expense and burden of individual litigation would make
20 it impossible for such Class Members individually to redress the wrongs done to them. Moreover,
21 because of the similarity of the Class Members' claims, individual actions would present the risk of
22 inconsistent adjudications subjecting the Defendants to incompatible standards of conduct.

23 47. Plaintiff is currently unaware of the identities of all the Class Members.
24 Accordingly, Defendants should be required to provide to Plaintiff a list of all persons employed as
25 Non-exempt hourly employees in each of Defendants' warehouse locations in California beginning
26 four years prior to the filing of until the present, stating their last known addresses and telephone
27 numbers, so that Plaintiff may give such Class Members notice of the pendency of this action and
28 an opportunity to make an informed decision about whether to participate in it.

1 ///

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3 48. The proposed Class that Plaintiff seeks to represent is defined as follows:

4 **All Non-exempt hourly employees or any other similarly**
5 **titled, non-exempt, hourly positions employed by Defendants**
6 **in the State of California at any of their warehouse locations,**
7 **from four years prior to the filing of this Action and**
8 **continuing while this Action is pending.**

9 49. There is a well-defined community of interest in the litigation and the proposed
10 Class is easily ascertainable:

11 a. Numerosity: While the precise number of Class Members has not been
12 determined at this time, Plaintiff is informed and believes that Defendants have employed in excess
13 of 40 persons as non-exempt hourly employees in California during the proposed Class Period.

14 b. Commonality: There are questions of law and fact common to Plaintiff and
15 the Class that predominate over any questions affecting only individual Class Members. These
16 common questions of law and fact include, without limitation:

- 17 i. Whether Defendants failed to compensate Plaintiff and the Class
18 Members for all hours worked;
- 19 ii. Whether Defendants failed to pay Plaintiff and the Class Members for
20 all hours worked, including overtime premium pay by using a
21 rounding policy that was not neutral on its face or in operation in an
22 effort to evade paying for all hours worked, including overtime pay,
23 or otherwise correctly calculated wages and overtime premium pay in
24 accordance with California law.
- 25 iii. Whether Defendants failed to pay Plaintiff and the Class Members the
26 required minimum wage for every hour where work was performed;
- 27 iv. Whether Defendants failed to provide Plaintiff and the Class
28 Members with accurate itemized statements;
- v. Whether Defendants failed to provide meal and rest breaks for
Plaintiff and the Class Members;

- 1 vi. Whether Defendants owe Plaintiff and the Class Members waiting
2 time penalties pursuant to Labor Code §203;
- 3 vii. Whether Defendants engaged in unfair business practices under
4 Business and Professions Code §17200;
- 5 viii. The effect upon and the extent of damages suffered by Plaintiff and
6 the Class Members and the appropriate amount of compensation.
- 7 c. Typicality: Plaintiff's claims are typical of the claims of the proposed Class.
8 Plaintiff and all Class Members sustained injuries and damages arising out of and caused by
9 Defendants' common course of conduct in violation of law as alleged herein.
- 10 d. Adequacy of Representation: Plaintiff is a member of the proposed Class
11 and will fairly and adequately represent and protect the interests of the Class Members. Counsel
12 who represents Plaintiff are competent and experienced in litigating large wage and hour and other
13 employment class actions.
- 14 e. Superiority of Class Action: A class action is superior to other available
15 means for the fair and efficient adjudication of this controversy. Questions of law and fact common
16 to the proposed Class predominate over any questions affecting only individual Class Members.
17 Each proposed Class Member has been damaged and is entitled to recovery by reason of
18 Defendants' illegal policies and/or practices of failing to pay full and correct wages, including the
19 minimum wage and overtime premium wages, as required by law. A class action will allow those
20 similarly situated persons to litigate their claims in the manner that is most efficient and economical
21 for the parties and the judicial system.

22 **FIRST CAUSE OF ACTION**

23 **(Failure to Pay Compensation For All Hours Worked - Labor Code §§ 216 and 1194**

24 **By Plaintiff Individually and on Behalf of All Class Members)**

25 50. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
26 allegations contained in this complaint, and incorporates them by reference into this cause of action
27 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
28 action.

1 51. Plaintiff brings this action to recover unpaid compensation for all hours worked,
2 including for work over eight hours in a day and over forty hours in a workweek.

3 52. Defendants' conduct described in this Complaint violates, among other things, Labor
4 Code §§ 204, 216, 218, 218.5, 218.6, 510, 1194, and 1198 and the IWC Wage Orders.

5 53. Defendants failed to pay Plaintiff and the Class Members for all of the actual hours
6 worked, including for work over eight hours in a day and over forty hours in a workweek.
7 Defendants knew or should have known that Plaintiff and the Class Members were working these
8 hours. Defendants willfully and knowingly failed to pay Plaintiff and other non-exempt, hourly
9 employees, upon termination of employment, all accrued compensation including, but not limited
10 to, payment of minimum wage compensation, overtime compensation, missed meal and rest period
11 compensation and unused vacation time.

12 54. During Plaintiff's employment, QGP failed to pay Class Members, including
13 Plaintiff, for all hours worked due to its policy of only counting the time the Class Members were
14 scheduled to work and not for any work that was done past the 8 hours. Furthermore, QGP
15 managers would tamper with employee hours after Class Members would clock in and out. Class
16 Members, including Plaintiff, would clock in on an electronic timeclock using employee badges and
17 fingerprint scan for clocking in for the start of shift, meal breaks, and their shift end time.
18 Regardless of this advanced system, Class Members' wage statements would not accurately reflect
19 the actual hours they worked or the times they clocked in and clocked out for.

20 55. During Plaintiff's employment, QGP has failed to pay Plaintiff and other Class
21 Members for all hours worked upon termination. For example, after being terminated, Plaintiff's
22 final check included about 79 hours of unused vacation pay, however, Plaintiff was actually entitled
23 to approximately 80 more hours of unused vacation hours totaling about 166 unused vacation hours
24 he had accumulated over the course of his 10-year tenure with QGP. Plaintiff reported the
25 discrepancy to QGP's Human Resources department however, he was told he was not entitled to
26 those hours because he was not going to "finish out the year" with QGP. Plaintiff's and Class
27 Members' right for earned or vested vacation wages does not turn on whether there was an express
28 contract or policy stating that their unused vacation time would "accrue" or "carry over."

1 56. The Company’s unwritten “use it or lose it” policy, which provides for no accrual
2 whatsoever of unused paid vacations, is illegal in California. As held in *Suastez*, Section 227.3
3 provides that, in the absence of a collective bargaining agreement, “whenever an employer policy
4 provides paid vacations” it is deemed a “deferred wage” that accrues, on pro rata basis, each day the
5 employee works. (Lab. Code § 227.3; *Suastez v. Plastic Dress-Up Co.*, (1982) 31 Cal. 3d 774,779).)
6 “Vacation pay is additional compensation for services performed, not a gift or gratuity and not an
7 inducement for continued employment.” (Id., pp. 779-780) Accordingly, any employer policy that
8 provides for paid vacations or paid time off triggers the mandatory accrual and non-forfeiture
9 protections of Section 227.3.

10 57. Further, “accumulation of vacation time does not depend on an agreement which
11 expressly *permits* it. Rather, unused vacation accumulates unless the employment agreement legally
12 *prevents it.*” *Boothby v. Atlas Mechanical, Inc.* (1992) 6 Cal.App.4th 1595, 1597) (Emphasis
13 added.); *see also Amaral v. City of Hayward* (2008) 163 Cal. App. 4th 1157, 1207)(“Section 227.3
14 does not specify the manner in which the employee must have accrued [vacation] time.”)
15 Accordingly, the California Supreme Court has held that “statutes governing conditions of
16 employment are to be construed broadly in favor of protecting employees. [Citations.]” *Murphy v.*
17 *Kenneth Cole Productions, Inc.*, (2007) 40 Cal.4th 1094, 1103; *see also Industrial Welfare Com. v.*
18 *Superior Court*, (1980) 27 Cal.3d 690, 702) (statutes regulating wages, hours and working
19 conditions must be liberally construed to promote their remedial objectives.) Plaintiff is unaware of
20 the existence of any collective bargaining agreement or a reasonable “no-additional-accrual cap”.
21 Accordingly, as a matter of law, paid vacation is a “wage” and Section 227.3 is automatically
22 triggered “whenever an employer contract or policy provides for paid vacations[.]” Regardless of
23 what an employer policy or agreement states, “an employment contract or employer policy shall not
24 provide for forfeiture of vested vacation time upon termination.” (Labor Code § 27.3)

25 58. Furthermore, QGP had a COVID-19 vaccine related incentive payment called “VAI
26 Vaccine Incentive”. On one occasion, Plaintiff received the COVID vaccine related incentive
27 payment titled, “VAI Vaccine Incentive” in the same pay period he earned overtime reflected in his
28 wage statements. However, his overtime payment was paid out at 1.5x his straight hourly rate, and

did not account for the incentive pay for the purposes of calculating the regular rate of pay for overtime. *See Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 878 (“we hold that the term ‘regular rate of compensation’ in section 226.7(c) has the same meaning of regular rate of pay’ in section 510(a) and encompass not only hourly wages, but all nondiscretionary payments for work performed by the employee.”).

59. Plaintiff and the Class Members are also entitled to penalties pursuant to Paragraph No. 20 of the applicable IWC Wage Order which provides, in addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of the IWC Wage Order, shall be subject to a civil penalty of \$50.00 (for initial violations) or \$100.00 (for subsequent violations) for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages.

60. As a result of Defendants' unlawful acts, Plaintiff and the Class Members have been deprived of compensation in an amount according to proof at the time of trial, and are entitled to recovery of such amounts, plus interest thereon, liquidated damages pursuant to Labor Code § 1194.2, and attorneys' fees and costs, pursuant to Labor Code §§ 1194 and 2698, in an amount according to proof at the time of trial. Plaintiff and the Class Members are also entitled to additional penalties and/or liquidated damages pursuant to statute.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages - Labor Code § 1194)

By Plaintiff Individually and on Behalf of All Class Members)

61. As a separate and distinct cause of action, Plaintiff complains and realleges all of the allegations contained in this complaint, and incorporate them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

62. At all relevant times, the IWC Wage Orders contained in Title 4 of the Code of Regulations (“Wage Orders”) applied to Plaintiff in Plaintiff’s capacity as an employee of Defendants. The Wage Orders and California law provided, among other things, that Plaintiff must

1 receive minimum wage earnings for all hours worked.

2 63. During the Class Period, Defendants have routinely failed to pay Class Members,
3 including Plaintiff, the minimum wage required by the Employment Laws and Regulations for all
4 hours worked.

5 64. The Class Members, including Plaintiff, have been deprived of their rightfully
6 earned minimum wages as a direct and proximate result of Defendants' policies and practices and
7 Defendants' failure and refusal to pay said wages for all hours worked. The Class Members,
8 including Plaintiff, are entitled to recover the past wages owed to them, under the minimum wage
9 laws, plus an additional equal amount as liquidated damages as permitted under the Wage Orders
10 and California law, plus interest thereon and attorneys' fees and costs pursuant to Labor Code §§
11 1194 and 2698, in an amount according to proof at the time of trial.

12 **THIRD CAUSE OF ACTION**

13 **(Failure to Pay Overtime Compensation - By Plaintiff Individually and on Behalf of All Class**
14 **Members: California Labor Code §§ 510 and 1194)**

15 65. As a separate and distinct cause of action, Plaintiff complains and realleges all the
16 allegations contained in this complaint, and incorporates them by reference into this cause of action
17 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
18 action.

19 66. During the Class Period, Defendants routinely required non-exempt hourly
20 employees, including Plaintiff, to work over eight hours in a day and over forty hours in a
21 workweek. However, Defendants have failed and refused to pay the non-exempt hourly employees,
22 including Plaintiff, the overtime compensation required by the Employment Laws and Regulations.

23 67. During Plaintiff's employment, QGP failed to pay Class Members, including
24 Plaintiff, for all hours worked due to its policy of only counting the time the Class Members were
25 scheduled to work and not for any work that was done past the 8 hours. Furthermore, QGP
26 managers would tamper with employee hours after Class Members would clock in and out. Class
27 Members, including Plaintiff, would clock in on an electronic timeclock using employee badges and
28 fingerprint scan for clocking in for the start of shift, meal breaks, and his shift end time. Regardless

1 of this advanced system, Class Members' wage statements would not reflect the accurate hours they
2 worked or the times they clocked in and clocked out for.

3 68. In or around June 2023, Plaintiff began noticing his recorded hours were being cut
4 short on his time sheets, despite working for 11.5 hours a day, his wage statements only reflected 9-
5 10 hours of work. Other instances his wage statements reflected 41 to 42 hours of work for the
6 when in reality he clocked in 46 hours of work in a week. Suspicious of time tampering, Plaintiff
7 reported the hours being cut short to his supervisor, Jose Vargas. After Mr. Vargas investigated the
8 matter he confirmed to Plaintiff that there had been an edit to his time entries. Within that same
9 conversation, Mr. Vargas admitted to Plaintiff that QGP supervisors have the ability to edit time
10 entries of employees. Mr. Vargas confirmed that an adjustment to Plaintiff's time entries had been
11 made and suspected that his new warehouse department supervisor was behind the adjustments.

12 69. Non-exempt hourly employees, including Plaintiff, have been deprived of their
13 rightfully earned overtime compensation as a direct and proximate result of Defendants' policies
14 and practices and Defendants' failure and refusal to pay that compensation. The Non-exempt
15 hourly employees, including Plaintiff, are entitled to recover such amounts, plus interest, attorney's
16 fees and costs.

17 **FOURTH CAUSE OF ACTION**

18 **(Failure to Furnish Accurate Wage and Hour Statements - Labor Code § 226**

19 **By Plaintiff Individually and on Behalf of All Class Members)**

20 70. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
21 allegations contained in this complaint, and incorporates them by reference into this cause of action
22 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
23 action.

24 71. During the Class Period, Defendants have routinely failed to provide Class
25 Members, including Plaintiff, with timely and accurate wage and hour statements showing gross
26 hours earned, total hours worked, all deductions made, net wages earned, and all applicable hourly
27 rates in effect during each pay period and the corresponding number of hours worked at each hourly
28 rate.

72. During the Class Period, QGP also issued uniform wage statements to Plaintiff and other Class Members that listing an unknown entity, in violation of Labor Code § 226(a)(8). Specifically, on the wage statements QGP lists “74 QG Printing II” as the employer however, no such entity by the name “74 GQ Printing II LLC” is listed on the California Secretary of State website. The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Plaintiff’s and other Class Members wage statements incorrectly list an altogether unknown entity with a Wisconsin address, all in direct violation of Labor Code Section 226. With respect to waiting time penalties, the QGP failed to fully compensate former Class Members in a timely manner when their employment ended, in violation of Labor Code Section 201 *et. seq.*

73. As a consequence of Defendants' actions, Class Members are entitled to all available statutory penalties, costs and reasonable attorneys' fees, including those provided in Labor Code § 226(e), as well as all other available remedies.

FIFTH CAUSE OF ACTION

(For Waiting Time Penalties - Labor Code §§ 201-203)

By Plaintiff Individually and on Behalf of All Class Members)

74. As a separate and distinct cause of action, Plaintiff complains and realleges all of the allegations contained in this complaint, and incorporate them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

75. During the Class Period, Defendants failed to pay accrued wages and other compensation due immediately to each Class Member who was terminated, and failed to pay accrued wages and other compensation due within seventy-two hours to each Class Member, including Plaintiff, who ended their employment.

76. Labor Code § 201 requires an employer who discharges an employee to pay compensation due and owing to said employee immediately upon discharge. Labor Code § 203

provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by § 201, the employer is liable for waiting time penalties in the form of continued compensation for up to 30 work days.

77. Defendants, and each of them, willfully failed and refused, and continue to willfully fail and refuse, to timely pay compensation due to Class Members upon termination or resignation, as required by Labor Code § 201. As a result, Defendants, and each of them, are liable to Plaintiff and all Class Members similarly situated for waiting time penalties, together with interest thereon, pursuant to Labor Code § 203, as well as all other available remedies, in an amount according to proof at the time of trial.

SIXTH CAUSE OF ACTION

(Failure to Provide Meal and Rest Periods - Labor Code §§ 226.7 and 512

By Plaintiff Individually and on Behalf of All Class Members)

78. As a separate and distinct cause of action, Plaintiff complains and realleges all of the allegations contained in this complaint, and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

79. During the Class Period, Defendants have failed to provide Non-exempt hourly employees, including Plaintiff, legally compliant meal and rest periods during their work shifts, and have failed to compensate non-exempt hourly employees, including Plaintiff, for those meal and rest periods, as required by Labor Code § 226.7 and the other applicable sections of the Employment Laws and Regulations.

80. The non-exempt hourly employees, including Plaintiff, have been deprived of their rightfully earned compensation for meal and rest periods as a direct and proximate result of Defendants' policies and practices and Defendants' failure and refusal to pay that compensation. The Non-exempt hourly employees, including Plaintiff, are entitled to recover such amounts pursuant to Labor Code § 226.7(b), plus interest.

SEVENTH CAUSE OF ACTION

(Reimbursement of Employment Expenses - Labor Code § 2802

1 **By Plaintiff Individually and on Behalf of All Class Members)**

2 81. The allegations of each of the preceding paragraphs are realleged and incorporated
3 herein by reference, and Plaintiff alleges as follows a claim of relief.

4 82. Cal. Labor Code § 2802 provides: “An employer shall indemnify his or her
5 employee for all necessary expenditures or losses incurred by the employee in direct consequence
6 of the discharge of his or her duties, or of his or her obedience to the directions of the employer . . .
7 . [which includes] all reasonable costs, including, but not limited to, attorney’s fees incurred by the
8 employee enforcing the rights granted by this section.”

9 83. As a direct consequence of discharging their duties for Defendants and/or obeying
10 Defendants’ directions, Plaintiff and putative class members have necessarily incurred expenses
11 for which they have not been indemnified by Defendants, including the data usage on cellular
12 phones, mileage and gas for traveling to and between Defendants’ warehouse and outdoor plant
13 areas, paying out of pocket for portion of the cost of purchasing the required steel-toed boots; and
14 the attorneys’ fees incurred to enforce Plaintiff’s and putative class members’ rights under Cal.
15 Labor Code § 2802.

16 84. Defendants have failed to indemnify or in any manner reimburse Plaintiff and
17 putative class members for these expenditures and losses.

18 85. By requiring Plaintiff and similarly situated non-exempt hourly employees to pay
19 expenses and cover losses that they incurred in direct consequence of the discharge of their duties
20 for Defendants and/or in obedience of Defendants’ direction, Defendants have violated and
21 continues to violate Cal. Labor Code § 2802.

22 **EIGHTH CAUSE OF ACTION**

23 **(For Unfair Competition - Business & Professions Code § 17200, et seq.**

24 **By Plaintiff Individually and on Behalf of All Class Members)**

25 86. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
26 allegations contained in this complaint, and incorporates them by reference into this cause of action
27 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
28 action.

87. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Class Members, including Plaintiff, and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Class Members, including Plaintiff.

88. Defendants' unfair business practices violate the Unfair Competition Laws and entitle Plaintiff to seek preliminary and permanent injunctive relief including, but not limited to, orders that Defendants account for, disgorge and restore to the Class Members, including Plaintiff, the wages and other compensation unlawfully withheld from them.

89. In addition to the actual damages caused by the unlawful conversion, the Class Members, including Plaintiff, are entitled to recover exemplary damages for the sake of example and by way of punishing Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for judgment against Defendants as follows:

1. For an Order certifying the First through Eighth Causes of Action as a class action;
2. For an Order appointing Plaintiff's counsel as Class counsel;
3. For compensatory damages in an amount to be ascertained at trial;
4. For restitution in an amount to be ascertained at trial;
5. For punitive and exemplary damages in an amount to be ascertained at trial;
6. For all penalties allowed by law;
7. For prejudgment interest;
8. For reasonable attorneys' fees pursuant to Labor Code §§ 1194, 226(e), 510, and 2802;
9. For costs of suit incurred herein;
10. For disgorgement of profits garnered as a result of Defendants' unlawful failure to pay wages, including overtime wages, earned; and
11. For such further relief as the Court may deem appropriate.

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1 DATED: April 22, 2024

BOYAMIAN LAW, INC.

2
3 By:



MICHAEL H. BOYAMIAN
Attorney for Plaintiff JOSE PULIDO-PEREDO,
individually and on behalf of all others
similarly situated

4
5
6 **DEMAND FOR JURY TRIAL**

7 Plaintiff JOSE PULIDO-PEREDO, individually, and on behalf of all similarly situated
8 individuals, demands jury trial of this matter.
9

10 DATED: April 22, 2024

BOYAMIAN LAW, INC.

11
12 By:



MICHAEL H. BOYAMIAN
Attorney for Plaintiff JOSE PULIDO-PEREDO,
individually and on behalf of all others similarly
situated