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Attorneys for Plaintiff Felicia Saul

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YOLO**

FELICIA SAUL, an individual, on
behalf of the State of California and
all other aggrieved employees,

Plaintiff,

v.

LINEAGE LOGISTICS SERVICES
LLC and DOES 1 through 25,
Inclusive,

Defendants.

Case No: CV2024-1997

**REPRESENTATIVE ACTION
COMPLAINT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT
("PAGA"), REPRESENTATIVE
CLAIMS ONLY**

1 Plaintiff FELICIA SAUL (“Plaintiff”), by and through her attorneys, alleges the
2 following based upon information and belief, the investigation of counsel, and personal
3 knowledge as against Defendants LINEAGE LOGISTICS SERVICES LLC and Does
4 1 through 25 inclusive (collectively “Lineage” or “Defendants”) as follows:

5 INTRODUCTION

6 1. On behalf of the State of California and other aggrieved employees,
7 Plaintiff brings this representative action under the California Private Attorneys
8 General Act of 2004, as codified in Labor Code §§ 2698, *et seq.* (“PAGA”) against
9 Defendants for civil penalties, interest, costs of suit and attorneys’ fees, and all other
10 appropriate relief, resulting from Defendants’ wage-and-hour violations and other
11 unlawful conduct.

12 2. Plaintiff alleges that she was subjected to violations of her rights under the
13 California Labor Code and is therefore an aggrieved employee for the purposes of the
14 Private Attorneys General Act.

15 3. However, by this action, Plaintiff does not seek penalties deriving from
16 violations she was subjected to (the so-called Individual PAGA Claim), but only the
17 penalties for violations that other aggrieved employees were subjected to (the so-called
18 Representative PAGA Action). The United States Supreme Court ruled that the
19 Individual PAGA Action may be severed from the Representative PAGA Action.
20 *Viking River Cruises, Inc. v Moriana* (2022) 596 U.S. 639, 659-662. The California
21 Supreme Court ruled that a PAGA plaintiff has standing to prosecute a Representative
22 PAGA Action in the Superior Court of California if severed and independent of her
23 Individual PAGA Action. *Adolph v Uber Technologies, Inc.* (2023) 14 Cal 5th 1104, at
24 1126. Plaintiff, by this Complaint, seeks to prosecute the State’s interest in enforcing
25 the Labor Code as applied to other aggrieved employees ONLY, and brings ONLY her
26 Representative PAGA Action.

27 4. Defendants control and operate a warehouse distribution and supply chain
28 company specializing in refrigerated supply chains. Lineage operates distribution

1 warehouse facilities throughout the state of California and employs numerous
2 employees at those distribution facilities. Upon information and belief, the operations
3 of each distribution facility in California are subject to the same employment policies,
4 practices, and procedures.

5 5. Plaintiff worked as a non-exempt warehouse associate for Defendants at
6 the West Sacramento warehouse and distribution facility in or around late 2021 through
7 September 2022 and again from May 2023 through September 13, 2023. Defendants
8 compensated Plaintiff at an hourly rate of pay. Defendants also compensated Plaintiff
9 on a regular basis with bonuses. Plaintiff worked five days a week during most weeks.
10 Plaintiff regularly worked more than eight hours a day and more than 40 hours a week.

11 6. Plaintiff's duties for Defendants were exclusively warehouse duties,
12 which included packaging, labelling products, and loading and wrapping pallets,
13 among other duties. Plaintiff and similarly situated employees of Defendants play a
14 necessary role in Defendants' business, which is the operation of a national and
15 international supply chain for grocery goods.

16 7. Defendants denied Plaintiff and other non-exempt employees in
17 California specific rights afforded to them under the California Labor Code, and the
18 applicable Industrial Welfare Commission Wage Order ("IWC Wage Order").

19 8. Defendants failed to authorize and permit Plaintiff and similarly situated
20 employees to take legally mandated rest breaks by providing them breaks of less than
21 10 minutes. Defendants did this by failing to provide sufficient break time to allow
22 Plaintiff and similarly situated employees to travel from their work station to a break
23 area or restroom (and return) and still have a full ten-minute uninterrupted break
24 relieved of all duty. Similarly, Defendants failed to provide time or sufficient time for
25 breaks on the system Plaintiff and other similarly situated employees were subject to.
26 This had the result of discouraging taking breaks to earn bonuses and to avoid write
27 ups.

28 9. Defendants also failed to provide full uninterrupted timely meal breaks.

1 They did this by discouraging meal breaks by providing only 30 minutes of respite or
2 exception from the employer's quota or productivity requirements, even though it
3 would take much longer to take meal breaks, when including the significant time to
4 travel to and from break areas and points where Plaintiff and similarly situated
5 employees could clock out for their meal breaks.

6 10. Defendants required employees to work off-the-clock, including but not
7 limited to, working through meal breaks or meal breaks being interrupted. In addition,
8 it took Plaintiff and other aggrieved employees several minutes from when they entered
9 the facility to get to the time clock to sign in for their shifts. In addition, Plaintiff and
10 other aggrieved employees were required to clean their work stations after clocking out
11 at the end of their shifts.

12 11. Defendants also required Plaintiff and other aggrieved employees to
13 purchase personal protective gear, including but not limited to jackets and gloves, for
14 work purposes and did not reimburse them for those business expenses. Ostensibly,
15 Defendants provided these personal protective materials, but never had sufficient
16 amounts. As such, Plaintiff and other aggrieved employees were required to either
17 incur the cost of procuring them or face unsafe conditions or both.

18 12. Derivatively, Defendants failed to timely pay Plaintiff and similarly
19 situated employees all wages owed during employment and upon termination of
20 employment and failed to and continues to fail to provide accurate wage statements
21 and maintain accurate records as required by California law. Further the wage
22 statements did not properly state the name and address of the legal entity that is the
23 employer.

24 13. Defendants also violated the California quota laws by failing to provide
25 employees with written descriptions of each quota and any potential adverse
26 employment action that could result from failure to meet the quota. Defendants also
27 violated the quota laws by requiring employees to meet quotas that prevented
28 compliance with meal and rest periods and use of bathroom facilities, including

1 reasonable travel time to and from bathroom facilities, and by taking adverse
2 employment actions against employees, including termination, for failure to meet a
3 quota that did not allow them to take meal and rest periods and use the bathroom
4 facilities, including reasonable travel time to and from bathroom facilities, and for
5 failure to meet a quota that had never been disclosed to them.

6 14. Finally, Defendants failed to provide places of employment that were safe
7 and healthful, by failing to maintain a clean and temperature controlled environment
8 and by blocking egress points. Additionally, Defendants failed to maintain usable toilet
9 facilities that are accessible to employees at all times.

10 15. Upon information and belief, the above practices are uniform at all
11 warehouses in the State of California and are still ongoing.

12 16. Plaintiff brings this action on behalf of the State of California and all other
13 non-exempt employees who are or were employed by Defendants in the State of
14 California at distribution center warehouses and assembly centers during the period of
15 May 15, 2023 through the time of trial of this action and who have experienced one or
16 more of the violations alleged herein (“aggrieved employees”).

17 **JURISDICTION AND VENUE**

18 17. This Court has jurisdiction over all causes of action asserted herein
19 pursuant to the California Constitution, Article VI, §10, because this case is a cause
20 not given by statute to other trial courts. The penalties sought by Plaintiff totals more
21 than this Court’s jurisdictional minimum.

22 18. Plaintiff is a citizen of California because her domicile is in California.

23 19. This Court has jurisdiction over Defendants because they conduct
24 substantial business in California, employ numerous individuals in California, and
25 have intentionally availed themselves of the laws and markets of California through
26 the operation of their business in California.

27 20. Venue is proper in this Court because Defendants transact business in
28 Yolo County, and Defendants are otherwise within this Court’s jurisdiction for

1 purposes of service of process. On information and belief, Defendants employ and
2 employed numerous individuals throughout Yolo County including Plaintiff.
3 Furthermore, Defendants committed wage-and-hour violations in this County.

4 21. There is no federal question at issue here for removal under 28 U.S.C.
5 §1331, as the issues herein are based solely on California statutes and law, including
6 the Labor Code, IWC Wage Orders, and Code of Civil Procedure. Further, as a
7 representative action under PAGA, the matter is not subject for removal under 28
8 U.S.C. §1332(a)-(d). Plaintiff does not seek individual damages, but rather civil
9 penalties for violations other aggrieved employees were subject to, and as such, does
10 not seek damages on her own behalf and therefore neither the \$75,000 amount in
11 controversy nor damages for a class in an amount greater than \$5 million thresholds
12 are met.

13 **PARTIES**

14 **A. PLAINTIFF**

15 22. Plaintiff is an individual over the age of eighteen years, and at all times
16 relevant herein was and is, a resident of the County of Sacramento in the State of
17 California.

18 23. Plaintiff worked at one of Defendants' distribution facilities in West
19 Sacramento, California. Plaintiff was employed by Defendants in or around late 2021
20 through September 2022 and then again from in or around May 2023 through
21 September 13, 2023.

22 **B. DEFENDANTS**

23 24. Defendant LINEAGE LOGISTICS SERVICES LLC is a Delaware
24 Limited Liability Company with its principal place of business at 46500 Humboldt
25 Drive, Novi, MI 48377.

26 25. On information and belief, Defendants operate distribution center
27 warehouses throughout the State of California and employ numerous employees in
28 those warehouses.

1 26. Based on information and belief, Defendants had the authority to, directly
2 or indirectly, or through an agent or other person, employ or exercise control over
3 Plaintiff's and other aggrieved employees' wages, hours, and working conditions.

4 27. Based on information and belief, wage and hour policies, including those
5 which caused violations of California law addressed in this Complaint, were drafted
6 and administered centrally between the various Defendants. Additionally, Defendants,
7 each, had knowledge of the wage-and-hour violations alleged herein and each
8 defendant had the power to prevent the violations from occurring. Having knowledge
9 of the wage-and-hour violations set forth in this Complaint, Defendants could have but
10 failed to prevent the violations from occurring.

11 28. Plaintiff does not know the true names and capacities of defendants sued
12 herein as DOES 1 through 25, and therefore sues these defendants by such fictitious
13 names. Plaintiff will amend her Complaint to allege the true names and capacities when
14 they are ascertained.

15 29. Plaintiff believes and thereon alleges that each "Doe" Defendant is
16 responsible in some manner for the occurrences herein alleged, and Plaintiff's injuries
17 and damages as herein alleged are directly, proximately and/or legally caused by
18 Defendants and their acts.

19 30. Plaintiff is informed and believes and thereon alleges that the
20 aforementioned DOES are somehow responsible for the acts alleged herein as the
21 agents, employers, representatives or employees of other named Defendants, and in
22 doing the acts herein alleged were acting within the scope of their agency, employment
23 or representative capacity of said named Defendants.

24 31. The tortious acts and omissions alleged herein were performed by
25 Defendants' management level employees. Defendants allowed and/or condoned a
26 continuing pattern of unlawful practices in violation of the California Labor Code.

27 //

28 //

1 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

2 32. Defendants operate distribution center warehouses throughout the State of
3 California. Workers at those warehouses are provided with pallet jacks and are given
4 assignments to complete. The assignments consist of moving their pallet jacks up and
5 down aisles in enormous warehouses, taking items off the shelves and loading them
6 onto pallets to be ultimately shipped to customers and/or retail stores.

7 **Off-the-clock Work**

8 33. Employees are required to work time off-the-clock both before and after
9 their shifts.

10 34. Plaintiff and other aggrieved employees had to enter the facility and then
11 walk long distances before they clock or sign in. Therefore, that travel time (within the
12 warehouse) was uncompensated. This was repeated to leave the facility after clocking
13 out.

14 35. Additionally, Defendants regularly required Plaintiff and other aggrieved
15 employees to finish tasks they were assigned or tasks left incomplete by others after
16 clocking out.

17 36. After clocking out at the end of their shifts and before they can go home,
18 employees are required to doff their gear and clean their workstations.

19 **Meal Breaks**

20 37. Defendants regularly required Plaintiff and other aggrieved employees to
21 work long hours, well over 10 or 11 hours, but failed to provide second meal breaks.

22 38. Additionally, Defendants utilize a quota system which controls the
23 employee's workday.

24 39. Employees are given a limited amount of time to complete each
25 assignment. If they do not complete their assignments within the time allotted, they
26 receive lower scores, are reprimanded and can be terminated.

27 40. Defendants expect employees to be back to their work station after 30
28 minutes. However, in order to clock out for the break, the employee must still clock

1 out on a time clock at the breakroom. It takes approximately 5 or more minutes to go
2 to the break room and the same amount of time to return after the break. Because an
3 employee is required to take a 30-minute meal break on the time clock, this results in
4 the quota system recording 40 minutes for a meal break and the employee is penalized
5 10 minutes on his or her performance, due to this 10 minute discrepancy between the
6 quota system and time-clock.

7 41. Because employees are counseled, written up and terminated for even
8 small performance rate issues, this results in employees not taking their breaks.

9 42. Plaintiff and other aggrieved employees are owed premiums for all of these
10 missed meal periods.

11 **Rest Breaks**

12 43. For rest breaks, employees are allocated 15 minutes for each rest break
13 (and on some occasions only 10 minutes).

14 44. However, it takes the employee approximately 5 or more minutes each way
15 to go to and from either the restroom or the break room.

16 45. As a result, Plaintiff and other aggrieved employees are only provided with
17 approximately 5-minute rest breaks.

18 46. Plaintiff and other aggrieved employees must store their pallet jacks, lifts,
19 or other equipment prior to going on break, which often requires moving said
20 equipment long distances across the warehouse they work in. This time is counted
21 against their 15 minutes in which they are relieved of timing obligations under the
22 quota system. The result is that Plaintiff and other aggrieved employees are penalized
23 for taking breaks under the quota system and are not relieved of all duty for a full 10
24 minutes.

25 47. Finally, due to the urgent need to complete tasks in a timely fashion,
26 Defendants would regularly require Plaintiff and other aggrieved employees to either
27 skip or interrupt their breaks.

28 48. Plaintiff and other aggrieved employees are owed premiums for those

missed rest periods.

Unreimbursed Expenses

49. Defendants also require employees to purchase personal protective equipment including gloves, masks, goggles, heavy jackets and steel-toed shoes which they must use when working in the warehouses. Defendants do not reimburse them for the cost of these items.

Wage Statements

50. Because of Defendants' failure to record all hours worked and failure to pay all wages and premiums owed, the wage statements they issue to employees are incorrect.

51. The wage statements also do not accurately state the name and address of the employer.

Termination of Employment

52. When Plaintiff's employment with Defendants ended, Defendants failed to pay her all money that she was owed, as a result of not paying her for off-the-clock work and not paying meal and rest break premiums as alleged above.

Failure to Comply with Quota Laws

53. Defendants failed to provide employees with a written description of applicable quotas and any potential adverse employment action that could result from failure to meet the quota. Defendants also required Plaintiff and other aggrieved employees to meet quotas that prevented compliance with meal and rest periods and use of bathroom facilities, including reasonable travel time to and from bathroom facilities. Defendants took adverse employment actions against Plaintiff and other aggrieved employees, including termination, for failure to meet a quota that did not allow them to take meal and rest periods and use the bathroom facilities, including reasonable travel time to and from bathroom facilities, and for failure to meet a quota that had never been disclosed to them as required by Section 2101.

1 **Failure to Provide a Safe and Healthful Workplace**

2 54. Defendants operate using an illegal quota system. This quota, because it
3 denies proper access to rest breaks and bathroom time, causes employees to have to
4 work at speeds beyond those which are safe and without proper periods of rest, causing
5 unnecessary injuries.

6 55. Defendants also failed to provide places of employment that were safe and
7 healthful for the employees therein by not providing toilet facilities that were clean, in
8 good working order, or that were accessible to employees at all times.

9 56. Defendants also failed to provide places of employment that were safe and
10 healthful for the employees therein by forcing employees to work in hot warehouses
11 and not providing working air conditioning.

12 57. Additionally, Defendants regularly blocked ingress and egress points at
13 distribution facilities.

14 58. Plaintiff is informed and believes that all of the above practices she
15 experienced were not unique to her but rather were companywide policies and practices
16 at all distribution facilities in the State of California and were suffered by all non-
17 exempt employees.

18 59. Plaintiff is informed and believes that the unlawful wage and hour policies
19 described in this action are set centrally and are applicable through-out California.

20 60. Plaintiff is informed and believes that the unlawful wage and hour policies
21 described in this action are still ongoing.

22 **FIRST CAUSE OF ACTION**

23 **PRIVATE ATTORNEYS GENERAL ACT**

24 **(By Plaintiff Against All Defendants)**

25 **[Cal. Labor Code §§ 2698-2699.5]**

26 61. Plaintiff re-alleges and incorporate by reference each and every allegation
27 contained in the preceding and subsequent paragraphs as though fully set forth herein.

28 62. Plaintiff is an “aggrieved employee” within the meaning of California

1 Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of
2 the State of California and all other current and former employees of Defendants
3 pursuant to the procedures specified in California Labor Code §2699.3, because
4 Plaintiff was employed by Defendants and the alleged violations of the California
5 Labor Code were committed against Plaintiff.

6 63. Pursuant to the PAGA, Labor Code §§ 2698-2699.5, Plaintiff seeks to
7 recover civil penalties, including but not limited to penalties under California Labor
8 Code §§ 2699, 203, 210, 248.5, 558, 1197.1 and the applicable IWC Wage Order, from
9 Defendants for the violations set forth above for only those violations other aggrieved
10 employees were subject to, including but not limited to violations of California Labor
11 Code §§ 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174,
12 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2101-2104, 2802, 6400, 6402 and
13 6404.

14 64. Plaintiff seeks civil penalties pursuant to the PAGA for violations of the
15 Labor Code, including:

- 16 a. Failure to pay regular and overtime wages for all hours worked (Labor
17 Code §§ 200, 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1 and 1198,
18 and the applicable IWC Wage Order);
- 19 b. Failure to provide meal breaks (Labor Code §§ 226.7, 512, 558 and the
20 applicable IWC Wage Order);
- 21 c. Failure to authorize and permit rest breaks (Labor Code §§ 226.7, 558
22 and the applicable IWC Wage Order);
- 23 d. Failure to reimburse business expenses (Labor Code § 2802);
- 24 e. Failure to comply with California quota laws (Labor Code §§ 2101-
25 2104);
- 26 f. Failure to provide a safe and healthful workplace (Labor Code §§ 6400-
27 6404 and California Code of Regulations, Title 8 § 3364 (b));
- 28 g. Failure to pay wages in a timely fashion (Labor Code §§ 204, and 210);

1 h. Failure to provide accurate wage statements (Labor Code §§ 226(a),
2 226(e)(1), 226.3, 1174, 1174.5, and the applicable IWC Wage Order);
3 and

4 i. Failure to pay all wages due upon termination of the employment
5 relationship (Labor Code §§ 201, 202, 203, 204, 1198, 2699 et seq., and
6 the “Minimum Wages” Section of the applicable IWC Wage Order).

7 65. Plaintiff is also entitled to an award of reasonable attorneys’ fees and
8 costs pursuant to California Labor Code § 2699(g)(1).

9 66. Plaintiff has satisfied the requirements of Labor Code § 2699.3. On May
10 15, 2024, Plaintiff sent notice to the California Labor and Workforce Development
11 Agency (LWDA) and Department of Industrial Relations, Division of Occupational
12 Safety and Health (Cal/OSHA) notifying them of the specific violations and the facts
13 and theories supporting those violations. Plaintiff also provided Defendants notice of
14 this “PAGA Letter” by certified mail. Sixty-five days have elapsed since Plaintiff
15 notified the LWDA and Cal/OSHA, and neither the LWDA nor Cal/OSHA has
16 provided notice that it intends to investigate the claims.

17 67. Further, for certain violations, Labor Code § 2699.3 provides that “the
18 employer may cure the alleged violation within 33 calendar days of the postmark date
19 of the notice sent by the aggrieved employee or representative. The employer shall
20 give written notice within that period of time by certified mail to the aggrieved
21 employee or representative and by online filing with the agency if the alleged
22 violation is cured, including a description of actions taken, and no civil action
23 pursuant to Section 2699 may commence. If the alleged violation is not cured within
24 the 33-day period, the employee may commence a civil action pursuant to Section
25 2699.” Lab. Code, § 2699.3(c)(2)(A). Labor Code § 2699(d) states that “[f]or
26 purposes of this part, ‘cure’ means that the employer abates each violation alleged by
27 any aggrieved employee, the employer is in compliance with the underlying statutes
28 as specified in the notice required by this part, and any aggrieved employee is made

1 whole. A violation of paragraph (6) or (8) of subdivision (a) of Section 226 shall only
2 be considered cured upon a showing that the employer has provided a fully
3 compliant, itemized wage statement to each aggrieved employee for each pay period
4 for the three-year period prior to the date of the written notice sent pursuant to
5 paragraph (1) of subdivision (c) of Section 2699.3.” Lab. Code, § 2699(d). Plaintiff
6 has not received notice from Defendants that any of the alleged violations were cured
7 within the statutory period. Plaintiff has, therefore, exhausted her administrative
8 remedies as required by Labor Code §2699.3.

9 68. Attached as Exhibit 1 to this Complaint is Plaintiff’s PAGA Letter.
10

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff prays for judgment as follows:
13

- 14 1. For civil penalties pursuant to the PAGA (Labor Code 2698 et seq.),
15 only for violations that other aggrieved employees were subject to;
- 16 2. For costs of suit and attorneys’ fees as permitted by law, including those
17 available pursuant to Labor Code section 2699(g);
- 18 3. For an award of interest, including prejudgment interest, at the legal rate
19 as permitted by law;
- 20 4. For such other and further relief as the Court deems proper and just
21 under all the circumstances.

22 DATED: August 2, 2024

BEN TRAVIS LAW, APC
EMPLOYEE JUSTICE LEGAL GROUP

23
24
25 /s Ben Travis
26 Ben Travis
27 Justin Hewgill
28 Attorneys for Plaintiff

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EXHIBIT 1



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May 15, 2024

Via LWDA Website:

Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Email:

Department of Industrial Relations
Division of Occupational Safety and Health
1750 Howe Ave. Suite 430
Sacramento, CA 95825
DOSHSAC@dir.ca.gov

Re: Felicia Saul v. Lineage Logistics Services, LLC; Lineage Logistics, LLC; Lineage Logistics PFS, LLC; Lineage Logistics Services PFS, LLC; Lineage Logistics Holdings LLC; and DOES 1 through 25, Written Notice Under Labor Code § 2699.3

Dear PAGA Administrator:

We represent Felicia Saul (“Claimant”), who is a former non-exempt employee of Lineage Logistics Services, LLC; Lineage Logistics, LLC; Lineage Logistics PFS, LLC; Lineage Logistics Services PFS, LLC; Lineage Logistics Holdings LLC (collectively “Lineage”), and Does 1-25 (collectively referred to as “Defendants”).

This letter shall serve as our client’s written notice to the Labor and Workforce Development Agency and the Division of Occupational Safety and Health of the Labor Code violations she claims Defendants committed against her and all other current and former non-exempt employees of Defendants who worked at the distribution center and warehouse in Sacramento, California and other distribution centers and warehouses in California. Our client provides this written notice in accordance with the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, et seq. Our client desires to file a civil action to enforce her rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699, and by way of this letter, our

client also intends to represent all other current and former non-exempt employees of Defendants in California who have suffered at least one of the violations described herein during the relevant period.

A copy of this letter, along with the \$75.00 filing fee is being uploaded on the LWDA's website for this purpose contemporaneously with the certified mailing of this letter to Defendants.

FACTUAL BACKGROUND

Lineage is a warehouse distribution and supply chain company specializing in refrigerated supply chains. Lineage operates distribution warehouse facilities throughout the state of California and employs numerous employees at those distribution facilities. Upon information and belief, the operations of each distribution facility in California are subject to the same employment policies, practices, and procedures.

Claimant worked as a non-exempt warehouse associate for Defendants at the Sacramento warehouse and distribution facility in or around 2022 and again from May 2023 through September 13, 2023. Defendants compensated Claimant at an hourly rate of pay. Defendants also compensated Claimant on a regular basis with bonuses. Claimant worked five days a week during most weeks. Claimant regularly worked more than eight hours a day and more than 40 hours a week.

Defendants denied Claimant and other non-exempt employees in California specific rights afforded to them under the California Labor Code, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order").

Defendants failed to provide full timely uninterrupted meal and rest breaks, failed to pay for all hours worked, required employees to purchase personal protective gear but failed to reimburse for these costs, and subjected employees to chronic unsafe conditions.

Defendants failed to authorize and permit Claimant and other aggrieved employees legally adequate rest breaks. They did this by failing to provide sufficient break time to allow Claimant and other aggrieved employees to travel from their work station to a break area or restroom (and return) and still have a full ten minute uninterrupted break relieved of all duty. Similarly, Defendants failed to provide time or sufficient time for breaks on the system Claimant and other aggrieved employees were subject to. This had the result of

discouraging taking breaks to earn bonuses and to avoid write ups.

Defendants also failed to provide full uninterrupted timely meal breaks. They did this by discouraging meal breaks by providing only 30 minutes of respite or exception from the employer's quota or productivity requirements, even though it would take much longer to take meal breaks, when including the significant time to travel to and from break areas and points where Claimant and similarly situated employees could clock out for their meal breaks.

Additionally, Defendants required Claimant and other aggrieved employees to work off-the-clock, including but not limited to, Claimant and other aggrieved employees had to enter the facility and then walk long distances in the warehouse prior to being able to clock in. Additionally, Claimant and other aggrieved employees were regularly required to finish tasks assigned to them or others and to clean their workstations after clocking out at the end of shifts. Defendants did not pay Claimant and other aggrieved employees for these hours worked.

Defendants also required Claimant and other aggrieved employees to purchase personal protective gear, including but not limited to jackets and gloves, for work purposes and did not reimburse them for those business expenses. Ostensibly, Defendants provided these personal protective materials, but never had sufficient amounts. As such, Claimant and aggrieved employees were required to either incur the cost of procuring them or face unsafe conditions or both.

Derivatively, Defendants failed to pay Claimant and similarly situated employees all wages owed timely during employment and upon termination of employment and failed to and continues to fail to provide accurate wage statements and maintain accurate records as required by California law.

Defendants also violated the California quota laws by failing to provide employees with written descriptions of each quota and any potential adverse employment action that could result from failure to meet the quota. Defendants also violated the quota laws by requiring employees to meet quotas that prevented compliance with meal and rest periods and use of bathroom facilities, including reasonable travel time to and from bathroom facilities, and by taking adverse employment actions against employees, including

termination, for failure to meet a quota that did not allow them to take meal and rest periods and use the bathroom facilities, including reasonable travel time to and from bathroom facilities, and for failure to meet a quota that had never been disclosed to them.

Finally, Defendants failed to provide places of employment that were safe and healthful, by not providing clean and sufficient toilet facilities that are accessible to employees at all times and forcing employees to work in the heat and cold without climate control. Additionally Defendants regularly blocked ingress and egress points.

FACTUAL BASES & LEGAL THEORIES
SUPPORTING ALLEGED VIOLATIONS OF THE LABOR CODE

Claimant alleges that Defendants' policies, procedures and workplace culture caused various and wide-ranging labor code provision violations, including but not limited to Labor Code §§ 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2101-2103, 2802, 6400, 6402 and 6404.

- 1. Defendants failed to pay Claimant and similarly situated employees paid sick leave and COVID-19 supplemental paid sick leave at the correct legal rate; and failed to properly notice Claimant and similarly situated employees of the sick leave they had and have accrued. (Violation of Labor Code §§ 246 through 248.6).**

California Healthy Workplaces Healthy Families Act, ARTICLE 1.5. 'Paid Sick Days' [sections §§ 245-249] requires employers to provide paid sick leave and COVID-19 supplemental paid sick leave to employees. Labor Code § 246(l)(1)-(2) mandates that sick leave be calculated in the same fashion that overtime base rates are calculated for the pay period sick leave is used, or in a 90-day period in which the sick leave is used. In either case, the rate should be calculated by dividing the sum of all wages by total hours. Labor Code § 248.6 mandates the same calculations for COVID-19 supplemental paid sick leave.

When Defendants provided paid sick leave, Defendants refused to include all wages earned (including bonuses) in the calculations, and instead paid sick leave at the

employees' simple hourly rates. Claimant and similarly situated employees are therefore owed compensation for these improperly paid sick time hours.

In failing to pay the proper sick leave rate, Defendants also violated the requirement under Labor Code § 246(i) to provide with the employee wage statements the number of hours earned and used at the appropriate and accurate rates.

Claimant will seek all available remedies, including PAGA penalties as provided for by California law.

2. Defendants failed to pay Claimant and similarly situated employees overtime premium wages at the correct legal rate (Violation of Labor Code §§ 200, 204, 210, 510, 1194, 1194.2, 1197, 1197.1 and 1198).

The fundamental right of an employee in the state of California to be paid wages in a timely manner for their work is established by Labor Code § 204, while Labor Code § 1197 requires employers to pay their employees the fixed minimum wage as set by the commission. Pursuant to Labor Code § 1198, it is unlawful to employ persons for more than eight hours per day or forty hours per workweek without compensating them at the rate of pay either time and one half or two times that person's regular rate of pay depending on the number of hours worked. Pursuant to Labor Code § 200(a), wages includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation. An employee is permitted to recover any unpaid balance of the minimum wage or overtime compensation not paid for all hours worked under Labor Code § 1194. As required by Labor Code § 1197.1, an employer must pay a civil penalty if it causes an employee to be paid a wage lower than that of the fixed minimum. *See also* the applicable IWC Wage Order, item 20. Labor Code § 210 provides for an additional civil penalty, independent and apart from any other penalty.

An employee's "regular rate of pay" for purposes of Labor Code § 510 and the IWC wage orders is not the same as the employee's straight time rate (i.e., his or her normal hourly wage rate). Regular rate of pay, which can change from pay period to pay period, includes adjustments to the straight time rate, reflecting, among other things, shift differentials and the per-hour value of any non-hourly compensation the employee has

earned. *Alvarado v Dart* (2019) 4 Cal 5th 542. Defendants, however, do not comply with the law by including bonuses in the calculation of the regular rate of pay. Rather, Defendants paid Claimant and other aggrieved employees overtime pay based on their basic hourly rates. Claimant and similarly situated employees are owed unpaid overtime premiums.

Labor Code § 558 states: “(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

Claimant will seek all available remedies, including PAGA penalties as provided for by California law.

3. Defendants failed to pay Claimant and similarly situated employees vacation pay at the correct and legal “regular rate of pay.” (Violation of Labor Code § 227.3).

Labor Code § 227.3 provides that “Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness.”

Claimant and certain other Aggrieved Employees have either resigned from Defendants' employ or had their employment terminated by Defendants. At all relevant times, Defendants have had an established written policy, practice, or agreement to provide paid vacation to their employees employed in the State of California wherein employees receive additional compensation in the form of vacation time, which they can use to take time off from work with compensation. Upon resignation or termination, Defendants paid Claimant and the other Aggrieved Employees vested vacation time at an hourly rate of pay that was lower than their final regular hourly rates of pay, because Defendants failed to include earned bonuses when calculating the regular rate of pay, in violation of Labor Code § 227.3.

Claimant and other aggrieved employees are entitled to civil penalties pursuant to Labor Code § 2699(f)(2) for Defendants' failure to pay such vested, but unused vacation time compensation at the correct rate upon resignation or termination, as set forth above, in violation of Labor Code § 227.3.

Claimant will seek all available remedies, including PAGA penalties as provided for by California law.

4. Defendants failed to pay Claimant and similarly situated employees missed meal and rest break premiums at the correct legal "regular rate of pay."

Labor Code § 512(a) states, "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."

Section (A) of the "Meal Period" provision of the applicable IWC Wage Order states, "No employer shall employ any person for a work period of more than five (5)

hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. An employer may not employ an employee for a work period of more than ten (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. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered and 'on duty' meal period and counted as time worked.'" Section (D) states "If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided."

Labor Code §1198 states "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code § 226.7 states: "(b) 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."

On July 15, 2021, the California Supreme Court held in *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal. 5th 858, that the term "regular rate of compensation" under § 226.7(c) is equivalent to the term "regular rate of pay" under Labor code § 510(a). Accordingly, the meal and rest break premiums owed must be paid at the same rate as would be required under Labor Code § 510(a). On the rare occasions that Defendant actually paid meal or rest break premiums, those premiums were only

paid at the basic hourly rate and did not account for any bonuses paid. Accordingly, Defendants violated Labor Code § 226.7(c).

Labor Code § 558 states: “(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

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

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

Claimant will seek all available remedies, including PAGA penalties as provided for by California law.

5. Defendants failed to pay all Regular and Overtime Wages (Off-the-Clock Work). (Labor Code §§ 200, 204, 510, 1194 & 1198)

Labor Code section 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.” Liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon are provided for under Labor Code section 1194.2.

Labor Code section 1197 states “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

Labor Code section 1197.1 (a) states “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or

local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Labor Code §203...”

As provided for in Section 1197.1(a)(1), for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Labor Code section 1198 states “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Section (B) of the “Minimum Wages” provision of the applicable IWC Wage Order states “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise.”

As set forth above, Defendants required Claimant and other aggrieved employees to work off-the-clock before and after their shifts. Claimant and other aggrieved employees regularly worked more than eight hours a day and more than 40 hours a week, however, Defendants did not compensate Claimant and other aggrieved employees for the time spent working for Defendants before they clocked in and after they clocked out.

As such, Claimant and other aggrieved employees are owed unpaid hours. Claimant will seek all available remedies, including PAGA penalties as provided for by California law.

- 6. Defendants refused and failed to provide legally compliant meal periods or compensation in lieu thereof (Violation of Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order).**

Pursuant to Labor Code § 512, no employer shall employ any person for a work period in excess of five (5) hours without providing a meal period of at least thirty (30) minutes. *See also* the applicable IWC Wage Order, item 11. During this meal period of no less than thirty (30) minutes, the employer must completely relinquish any and all control over the employee and the employee must not engage in any work-related activity for the employer. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040. If the employee performs any work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. *Id.* Additionally, California law does not permit an employer to employ an individual for a work period in excess of ten (10) hours without providing a second meal period of at least thirty (30) minutes. Labor Code § 512; the applicable IWC Wage Order, item 11. If the employer fails to provide an employee with a legally compliant meal period, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided. Labor Code § 226.7; the applicable IWC Wage Order, item 11.

Claimant contends that as a policy, practice, guideline and/or procedure, Defendants failed to provide meal breaks to their employees. Specifically, Defendants made it impossible for employees to take full meal breaks due to the distance that Claimant and other aggrieved employees had to travel to clock out for meal breaks, along with the necessary time to travel (by foot) back to their workstation after clocking in, all counting against their quota, made it such that Claimant and similarly situated employees were not afforded adequate meal periods. Furthermore, when meal periods were provided, they were often after the end of the fifth hour of work. As such, Claimant and similarly situated employees were not relieved of duty and not provided legally adequate meal breaks. Consequently, Claimant is entitled to receive one additional hour of pay at her regular rate of compensation for each day a compliant rest or meal period was not provided.

Labor Code § 558 states: “(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any

provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

Claimant will seek all available remedies, including PAGA penalties as provided for by California law.

7. Defendants refused and failed to authorize and permit legally compliant rest periods or compensation in lieu thereof (Violation of Labor Code § 226.7 and the applicable IWC Wage Order).

The applicable IWC Wage Order, item 12 requires employers to authorize and permit off-duty rest periods during which an employee must be relieved of any and all work-related duties. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. Additionally, a lawful off-duty rest period is not provided where an employer fails to relinquish control over how employees spend their time. *Id.* Under Labor Code § 226.7, an employer is required to pay an employee one (1) additional hour of pay at the employee’s regular rate of pay for each workday in which a lawful rest period was not provided. *See also* the applicable IWC Wage Order.

Defendants consistently provided employees with rest periods that were less than 10 minutes. Defendants provided breaks of fifteen minutes, however, it took five minutes each way to go to the restroom, and employees were only able to use the restroom on their breaks. Claimant and similarly situated employees of Defendants have and are being denied legally sufficient rest breaks.

Labor Code section 558 states: “(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

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

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

Claimant will seek all available remedies, including PAGA penalties as provided for by California law.

8. Defendants failed to reimburse business expenses. (Labor Code § 2802)

Labor Code section 2802(a) provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Labor Code section 2802(b) states, “[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.”

Furthermore, Labor Code section 2802(c) states “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

Defendants required Claimant and other aggrieved employees to purchase personal protective equipment, including gloves, masks, goggles, heavy jackets and steel-toed shoes, for use in the workplace. Claimant and other aggrieved employees were not reimbursed for this necessary expense which was required for the benefit of their employer.

Defendants did and do not compensate Claimant and other aggrieved employees for these costs incurred in the discharge of their duties and they are entitled to recover these expenses. Claimant will seek all available remedies, including PAGA penalties as provided for by California law.

9. Defendants failed to timely pay wages. (Labor Code §§ 204 and 210 and the “Minimum Wages” section of the applicable IWC Wage Order)

Labor Code § 204 subsection (a) states in relevant part “All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

Labor Code § 204 subsection (b)(1) states: “Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

The “Minimum Wages” section of the applicable IWC Wage Order provides every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period.

Labor Code § 210(a) imposes a civil penalty for violation of Labor Code § 204 of one hundred dollars (\$100) for the initial violation for each failure to pay each employee and two hundred dollars (\$200) for each subsequent violation, or willful and intentional violation, plus 25 percent of the amount unlawfully withheld.

Due to Defendants not paying correct legal rates as alleged above, Defendants do not pay all wages. In addition, Defendants fail to pay meal and rest break premiums, Defendants failed to pay Claimant all minimum, regular, overtime, and meal and rest period wages due and owing either on the regular paydays or the payday for the next payroll period. Defendants willfully failed to pay all wages when required by § 204 of the Labor Code. Therefore, Defendants owe penalties to all affected employees including Claimant. Claimant will pursue all remedies for Defendants’ failure to pay timely wages on behalf of herself and other current and former aggrieved employees, including recovery of wages, attorney's fees, costs, and penalties to the extent allowed by law.

10. Defendants failed to provide accurate wage statements and maintain accurate records. (Labor Code §§ 226(a), 226(e)(1), 226.3, 1174, 1174.5, and the “Records” Section of the applicable IWC Wage Order)

Labor Code § 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer...; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 226.3 provides that “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

In addition, Labor Code § 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and Claimant is entitled to an award of costs and reasonable attorney's fees.

Section (B) of the “Records” provision of the applicable IWC Wage Order states that “Every employer shall semimonthly or at the time of each payment of wages furnish

each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item."

Labor Code § 1174(d) provides that an employer must keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, employees employed at the respective establishments. These records shall be kept on file for not less than three years. Labor Code § 1174.5 provides for a civil penalty of five hundred dollars (\$500) for an employer who willfully fails to maintain the records pursuant to Labor Code section 1174(d).

Sections (7)(A)(4) and (5) of the "Records" provision of the applicable IWC Wage Order provides that employers shall keep accurate information with respect to each employee, including total wages paid each payroll period, total hours worked during the payroll period, and applicable rates of pay, as well as time records showing when each employee begins and ends each work period. The time records must also show meal periods, split shift intervals, and total daily hours worked.

Defendants failed to maintain records as set forth in § 1174 of the Labor Code and the "Records" section of the applicable IWC Wage Order including but not limited to, accurately recording applicable rates of pay.

Defendants also failed to provide accurate itemized wage statements as required by Labor Code §226.

Due to Defendants not paying for all hours worked, not paying at legally required rates and not paying meal and rest period premiums, Defendants do not record proper hours and wages, and do not provide legally compliant wage statements accurately accounting for hours, wages, deductions, etc.. Nor do the wage statements properly state the name and address of the legal entity that is the employer.

Claimant will seek all available remedies, including PAGA penalties as provided

for by California law.

11. Defendants failed to pay all wages due on termination. (Labor Code §§ 201, 202, 203, 204, 1198, 2699 et seq., and the “Minimum Wages” Section of the applicable IWC Wage Order)

Labor Code § 201 states “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code § 202 states “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code § 203(a) states, in relevant part; “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

Labor Code § 204(a) states in pertinent part “All wages... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

Labor Code § 210(a) imposes a civil penalty for violation of Labor Code § 204 of one hundred dollars (\$100) for the initial violation for each failure to pay each employee and two hundred dollars (\$200) for each subsequent violation, plus 25 percent of the amount unlawfully withheld.

The “Minimum Wages” section of the applicable IWC Wage Order provides that every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period.

Due to Defendants not paying correct legal rates as alleged above, Defendants do

not pay all wages. In addition, Defendants fail to pay meal and rest break premiums. In addition, Defendants failed to pay Claimant all minimum, regular, overtime, and meal and rest period wages due and owing during and upon termination of employment. Defendants willfully failed to pay all wages when required by §§ 201 and 202 of the Labor Code. Therefore, Defendant owe waiting time penalties to all affected employees including Claimant. Claimant will pursue all remedies for Defendants' failure to pay timely wages on behalf of herself and other current and former aggrieved employees, including recovery of wages, attorney's fees, costs, and penalties to the extent allowed by law.

12. Defendants violated warehouse quota laws (Labor Code § 2100 et seq.)

Labor Code § 2101 provides that each employer that employs 100 or more employees at a single warehouse distribution center in California, or 1,000 employees at one or more warehouse distribution centers in California, shall provide upon hire or within 30 days of the effective date of this part, a written description of each quota to which the employee is subject, including the quantified number of tasks to be performed or materials to be produced or handled, within the defined time period, and any potential adverse employment action that could result from failure to meet the quota.

Labor Code § 2102 provides that an employee shall not be required to meet a quota that prevents compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards. An employer shall not take adverse employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to Section 2101.

Labor Code § 2103 provides:

(a) Any actions taken by an employee to comply with occupational health and safety laws in the Labor Code or division standards shall be considered time on task and productive time for purposes of any quota or monitoring system.

(b) Notwithstanding subdivision (a), consistent with existing law, meal and rest

breaks are not considered productive time unless the employee is required to remain on call.

Defendants failed to provide employees with a written description of applicable quotas and any potential adverse employment action that could result from failure to meet the quota. Defendants also required Claimant and other aggrieved employees to meet quotas that prevented compliance with meal and rest periods and use of bathroom facilities, including reasonable travel time to and from bathroom facilities. Similarly, the quota system prevented Claimant and similarly situated employees from taking breaks because it failed to account for or treat time traveling to and from break areas as productive in the quota such that Claimant and similarly situated employee were penalized under the quota for taking breaks.

Defendants took adverse employment actions against other aggrieved employees, including termination, for failure to meet a quota that did not allow them to take meal and rest periods and use the bathroom facilities, including reasonable travel time to and from bathroom facilities, and for failure to meet a quota that had never been disclosed to them as required by § 2101.

Claimant will seek all available remedies, including PAGA penalties as provided for by California law.

13. Defendants failed to provide a place of employment that is safe and healthful for the employees therein. (Labor Code §§ 6400, 6402, 6404 and 8 Cal. Code. Regs. § 3364; Applicable Wage Order subsection 15 (A)-(C))

Labor Code section 6400 states “(a) Every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein.”

Labor Code section 6402 states “No employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful.”

Labor Code Section 6404 states “No employer shall occupy or maintain any place of employment that is not safe and healthful.”

Labor Code section 2699(f) provides for penalties of \$100 “for each aggrieved employee per pay period for [an] initial violation” and \$200 “for each aggrieved

employee per pay period for each subsequent violation.”

Here, Defendants operate using a quota system, which is illegal and can and should be enjoined under Labor Code seq. § 2100. This quota, because it denies proper access to rest breaks and bathroom time, causes employees to have to work at speeds beyond those which are safe and without proper periods of rest, causing unnecessary injuries.

Additionally, California Code of Regulations, Title 8 § 3364 (b) states “Toilet facilities shall be kept clean, maintained in good working order and be accessible to the employees at all times. Where practicable, toilet facilities should be within 200 feet of locations at which workers are regularly employed and should not be more than one floor-to-floor flight of stairs from working areas.”

The applicable Wage Order subsection 15, requires warehouses to be kept at safe temperatures with adequate ventilation. Defendants failed to do so. The work place was regularly dangerously hot, and during winter months dangerously cold.

Additionally, Defendants regularly blocked ingress and egress points at distribution facilities.

Defendants failed to provide places of employment that were safe and healthful for the employees therein, in violation of the Cal/OSHA requirements found within Title 8 of the California Code of Regulations and the aforementioned California Labor Code sections, by not providing toilet facilities that were clean, in good working order, or that were accessible to employees at all times.

Defendants also failed to provide places of employment that were safe and healthful for the employees therein, in violation of Cal/OSHA requirements, by forcing employees to work in hot warehouses and not providing working air conditioning.

Claimant will seek all available remedies, including PAGA penalties as provided for by California law.

CONCLUSION

The facts and claims contained herein are based on the information available at the time of this writing. If Claimant becomes aware of additional claims, additional compensation owed or other violations to her or any other current and former employee

of Defendants, she reserves the right to revise these facts and/or add any new claims by amending this written notice.

If you have any questions or concerns regarding the above, do not hesitate to contact us.

Sincerely,



Ben Travis
Ben Travis Law, APC



Justin Hewgill
HEWGILL, COBB & LOCKARD, APC

cc (by certified mail):

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