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FILED
 Superior Court of California
 County of Alameda
 03/05/2026

Clad Flake, Executive Officer / Clerk of the Court

By: *C. Huang* Deputy
 C. Huang

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ALAMEDA**

RAYMOND HERRERA, individually, and on
 behalf of other members of the public similarly
 situated and on behalf of other aggrieved
 employees pursuant to the California Private
 Attorneys General Act;

Plaintiff,

vs.

GOODFELLOW BROS. CALIFORNIA, LLC,
 a California limited liability company;
 GOODFELLOW BROS. LLC, a Washington
 limited liability company; and DOES 1 through
 100, inclusive,

Defendants.

Case No.: 24CV081417

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR DAMAGES AND
 ENFORCEMENT UNDER THE
 PRIVATE ATTORNEYS GENERAL
 ACT, CALIFORNIA LABOR CODE §
 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Failure to Pay Overtime Wages);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods and Rest Period Premiums);
- (4) Violation of California Labor Code §§ 227.3, 246, 1194, 1197, and 1197.1 (Failure to Pay Wages, Including, *Inter Alia*, Unpaid Minimum Wages, Vacation Wages, Regular Wages, Reporting Time Pay, and Sick Time Pay);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code §

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- 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code § 2800 and 2802 (Failure to Reimburse Business Expenses);
- (10) Violation of California Business & Professions Code § 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff RAYMOND HERRERA (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of the State of California with respect to other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, each Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Alameda. The majority of the acts and omissions alleged herein relating to Plaintiff and the other aggrieved employees took place in the State of California, including the County of Alameda. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Alameda.

PARTIES

5. Plaintiff RAYMOND HERRERA is an individual residing in the State of

California, County of Alameda.

6. Defendant GOODFELLOW BROS. CALIFORNIA, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

7. Defendant GOODFELLOW BROS. LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

8. At all relevant times, Defendants GOODFELLOW BROS. CALIFORNIA, LLC and GOODFELLOW BROS. LLC were the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

9. At all times herein relevant, GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully violated the law as alleged herein and caused the injuries and damages to Plaintiff, other class members, and aggrieved employees as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiff further alleges that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members and aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees and all current and former salaried dispatchers, or persons who held similar job titles and/or performed similar job duties, misclassified as “exempt” who were employed by any of the Defendants within the State of California and held non-unionized positions during the period from June 26, 2021 to final judgment and who reside in California.

15. Plaintiff reserves the right to establish additional subclasses as appropriate.

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiff’s claims are typical of all other class members’ as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

- 1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each
2 class member, with whom he has a well-defined community of interest
3 and typicality of claims, as demonstrated herein. Plaintiff has no interest
4 that is antagonistic to the other class members. Plaintiff's attorneys, the
5 proposed class counsel, are versed in the rules governing class action
6 discovery, certification, and settlement. Plaintiff has incurred, and during
7 the pendency of this action will continue to incur, costs and attorneys'
8 fees, that have been, are, and will be necessarily expended for the
9 prosecution of this action for the substantial benefit of each class member.
- 10 d. Superiority: A class action is superior to other available methods for the
11 fair and efficient adjudication of this litigation because individual joinder
12 of all class members is impractical.
- 13 e. Public Policy Considerations: Certification of this lawsuit as a class action
14 will advance public policy objectives. Employers of this great state violate
15 employment and labor laws every day. Current employees are often afraid
16 to assert their rights out of fear of direct or indirect retaliation. However,
17 class actions provide the class members who are not named in the
18 complaint anonymity that allows for the vindication of their rights.

19 17. There are common questions of law and fact as to the class members that
20 predominate over questions affecting only individual members. The following common
21 questions of law or fact, among others, exist as to the members of the class:

- 22 a. Whether Defendants' failure to pay wages to Plaintiff and other class
23 members, without abatement or reduction, in accordance with the
24 California Labor Code, was willful;
- 25 b. Whether Defendants had a corporate policy and practice of failing to pay
26 their hourly-paid or non-exempt employees within the State of California
27 for all hours worked and non-compliant (short, late, interrupted, and/or
28 missed altogether) meal periods and rest breaks in violation of California

1 law ;

- 2 c. Whether Defendants required Plaintiff and the other class members to
3 work over eight (8) hours per day, over forty (40) hours per week, and/or
4 over six (6) consecutive days per workweek, and failed to pay the legally
5 required overtime compensation to Plaintiff and the other class members;
- 6 d. Whether Defendants failed to use the non-discretionary, monetary and
7 non-monetary shift differential/commission/bonus/performance/
8 incentive/per diem pay to calculate the regular rate of pay used to calculate
9 the overtime rate for the payment of overtime wages where Plaintiffs and
10 the other class members earned non-discretionary, monetary and non-
11 monetary shift differential/commission/bonus/performance/incentive/per
12 diem pay and overtime wages in the same workweek;
- 13 e. Whether Defendants deprived Plaintiff and the other class members of
14 meal and/or rest periods or required Plaintiff and the other class members
15 to work during meal and/or rest periods without compensation;
- 16 f. Whether Defendants failed to pay minimum wages and all compensation
17 earned (including, regular, minimum, overtime and premium wages) to
18 Plaintiffs and the other class members for all hours worked;
- 19 g. Whether Defendants failed to pay sick time pay to Plaintiff and the other
20 class members as required by California Labor Code section 246;
- 21 h. Whether Defendants failed to pay vacation pay to Plaintiff and the other
22 class members as required by California Labor Code section 227.3;
- 23 i. Whether Defendants failed to pay all wages due to Plaintiff and the other
24 class members within the required time upon their discharge or
25 resignation;
- 26 j. Whether Defendants failed to timely pay all wages due to Plaintiff and the
27 other class members during their employment, including, *inter alia*,
28 reporting time pay;

- 1 k. Whether Defendants complied with wage reporting with respect to
2 Plaintiff and the other class members as required by the California Labor
3 Code; including, *inter alia*, section 226;
- 4 l. Whether Defendants kept complete and accurate payroll records as
5 required by the California Labor Code, including, *inter alia*, section
6 1174(d);
- 7 m. Whether Defendants failed to pay reporting time pay to Plaintiff and the
8 other class members;
- 9 n. Whether Defendants failed to reimburse Plaintiff and the other class
10 members for necessary business-related expenses and costs (including by
11 failing to reimburse the cost of purchasing, maintaining, using, replacing,
12 and/or repairing personal cell phones for work-related purposes);
- 13 o. Whether Defendants failed to provide at least one day of rest in a seven-
14 day work week to Plaintiff and other class members as required by
15 California Labor Code section 551 and 552;
- 16 p. Whether Defendants' conduct was willful or reckless;
- 17 q. Whether Defendants engaged in unfair business practices with respect to
18 the employment of Plaintiff and the other class members alleged herein in
19 violation of California Business & Professions Code section 17200, *et*
20 *seq.*;
- 21 r. The appropriate amount of damages, restitution, and/or monetary penalties
22 resulting from Defendants' violation of California law; and
- 23 s. Whether Plaintiff and the other class members are entitled to
24 compensatory damages pursuant to the California Labor Code; and

25 **PAGA ALLEGATIONS**

26 18. At all times herein set forth, the Private Attorneys General Act of 2004,
27 California Labor Code section 2698, *et seq.* ("PAGA") was applicable to Plaintiffs'
28 employment by Defendants.

1 19. Unless otherwise specified, all citations and references to the PAGA statute are
2 to the version of that statute prior to the recent amendment effective July 1, 2024; the amended
3 statute does not apply to this action pursuant to California Labor Code section 2699(v)(1), as
4 amended, because the notice to the Labor and Workforce Development Agency was provided
5 by Plaintiff on April 19, 2024, which was prior to June 19, 2024.

6 20. At all times herein set forth, PAGA provides that any provision of law under the
7 California Labor Code that provides for a civil penalty, including unpaid wages and premium
8 wages, to be assessed and collected by the Labor and Workforce Development Agency
9 (“LWDA”) for violations of the California Labor Code may, as an alternative, be recovered
10 through a civil action brought by an aggrieved employee on behalf of himself and other current
11 or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

12 21. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
13 employee,” who is any person that was employed by the alleged violator and against whom one
14 or more of the alleged violations was committed.

15 22. Plaintiff was employed by Defendants and the alleged violations were committed
16 against Plaintiff during his time of employment and Plaintiff is, therefore, an aggrieved
17 employee. Plaintiff and the other employees are “aggrieved employees” as defined by California
18 Labor Code section 2699(c) in that they are all current or former employees of Defendants, and
19 one or more of the alleged violations were committed against them.

20 23. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
21 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
22 requirements have been met:

23 a. The aggrieved employee shall give written notice by certified mail
24 (hereinafter “Employee’s Notice”) to the LWDA and the employer of the
25 specific provisions of the California Labor Code alleged to have been
26 violated, including the facts and theories to support the alleged violations.

27 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
28 employer and the aggrieved employee by certified mail that it does not

intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

24. On April 19, 2024, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants GOODFELLOW BROS. CALIFORNIA, LLC and GOODFELLOW BROS. LLC of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff did not receive an LWDA Notice within sixty-five (65) calendar days of the date of submission of the April 19, 2024 notice.

25. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders, including, *inter alia*, Wage Order Nos. 4-2001 and 16-2001.

GENERAL ALLEGATIONS

26. At all relevant times set forth herein, Defendants employed Plaintiff and other persons, including but not limited to all current and former hourly-paid or non-exempt employees and all current and former salaried dispatchers, or persons who held similar job titles and/or performed similar job duties, misclassified as "exempt", within the State of California, including the County of Alameda.

27. Defendants, jointly and severally, employed Plaintiff as a salaried dispatcher misclassified as "exempt" from approximately July 2022 to approximately December 2023 in the State of California, County of Alameda.

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28. Defendants hired Plaintiff and the other class members and aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to, *inter alia*, compensate them for all hours worked, and missed, late, short, and/or interrupted meal periods and/or rest breaks.

29. Defendants hired Plaintiff and the other class members and aggrieved employees, misclassified them as “exempt” employees, and paid them on a salary basis, without compensation for all hours worked, and missed, late, short, and/or interrupted meal periods and/or rest breaks.

30. Defendants had the authority to hire and terminate Plaintiff and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiff’s and the other class members’ and aggrieved employees’ employment, and to supervise their daily employment activities.

31. Defendants exercised sufficient authority over the terms and conditions of Plaintiff’s and the other class members’ and aggrieved employees’ employment for them to be joint employers of Plaintiff and the other class members and aggrieved employees.

32. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members and aggrieved employees.

33. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

34. Defendants continue to employ salaried, dispatchers misclassified as “exempt” within the State of California.

35. Plaintiff is informed and believes, and based thereon alleges, that Plaintiffs and the other class members and aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or six (6) consecutive days in a workweek during their employment with Defendants.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to compensate Plaintiff and other class members and aggrieved employees for all reporting time pay, thereby violating the reporting time pay requirements under California law, including

IWC Wage Order Nos. 4-2001 and 16-2001. During the relevant time period, Defendants required Plaintiff and the other class members and aggrieved employees to report to work without putting them to work and paying them the requisite reporting time pay. Namely, during the relevant time period, Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to pay equal to half the usual or scheduled day's work in an amount no less than two (2) hours, nor more than four (4) hours, at the employee's regular rate of pay for each workday in which Plaintiff and the other class members and aggrieved employees were required to report to work and were furnished less than half the usual or scheduled day's work. When Defendants required Plaintiff and other class members and aggrieved employees to report to work, but did not put them to work or furnish them their usual work, Defendants failed to pay Plaintiff and other class members and aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours at the employee's regular rate of pay for workdays in which Plaintiff and the other class members and aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work, and Defendants failed to pay Plaintiff and other class members and aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Plaintiff and other class members and aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

37. Plaintiffs are informed and believe, based thereon alleges, that Defendants failed to properly pay the regular rate of pay when calculating employees' sick time pay. Instead, Defendants paid Plaintiffs and other class members and aggrieved employees at their base rates of pay for sick time pay earned, in violation of California law.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them for all wages earned (including, *inter alia*, minimum, regular, overtime, reporting time, vacation, and sick pay wages) and for missed, shortened, late, and/or interrupted meal

periods, and missed, shortened, late, and/or interrupted rest breaks in violation of California law.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive certain wages (including, *inter alia*, minimum, regular, overtime, reporting time, vacation, and sick pay wages) and that they were not receiving all compensation that was due to them, as a result of, *inter alia*, Defendants' requiring Plaintiff and the other class members and aggrieved employees to perform work off-the-clock. Defendants' failure includes, *inter alia*, failing to compensate Plaintiff and the other class members and aggrieved employees for job duties performed before and/or after their scheduled shifts including, but not limited to, tasks related to donning and doffing protective gear and responding to supervisors via calls and text messages providing job-related directives.

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to use the non-discretionary, monetary and non-monetary shift differential/commission/bonus/performance/incentive/per diem pay to calculate the regular rate of pay used to calculate premium pay for the payment of overtime wages, meal premiums, and rest premiums, where Plaintiff and the other class members and aggrieved employees earned non-discretionary, monetary and non-monetary shift differential/commission/bonus/performance/incentive/per diem pay and premium pay for overtime wages, meal premiums, and rest premiums in the same workweek.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members and aggrieved employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable premium pay and penalties. Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff and the other class members and aggrieved employees. Plaintiff and the other class members and aggrieved employees were required to perform work during meal periods and rest periods.

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1 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiffs and the other class members and aggrieved employees
3 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's
4 and the other class member's and aggrieved employee's regular rate of pay when a meal period
5 was non-compliant (missed, shortened, late, and/or interrupted) and they did not receive all meal
6 periods or payment of one additional hour of pay at Plaintiff's and the other class member's and
7 aggrieved employee's regular rate of pay when a meal period was non-compliant (missed,
8 shortened, late, and/or interrupted) .

9 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members and aggrieved employees
11 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's
12 and the other class member's and aggrieved employee's regular rate of pay when a rest period
13 was non-compliant (missed, shortened, late, and/or interrupted) and they did not receive all rest
14 periods or payment of one additional hour of pay at Plaintiff's and the other class members' and
15 aggrieved employees' regular rate of pay when a rest period was non-compliant (missed,
16 shortened, late, and/or interrupted).

17 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members and aggrieved employees
19 were entitled to receive at least minimum wages for compensation and that they were not
20 receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum
21 wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours
22 Plaintiff and the other class members and aggrieved employees worked off-the-clock performing
23 work duties, Defendants' failing to pay reporting time pay, Defendants' failing to pay vacation
24 pay, and Defendants' failing to pay sick time pay.

25 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and other class members were entitled to receive
27 reporting time wages and that they did not receive reporting time wages when they reported to
28 work and were provided less than two (2) hours of work and/or less than half their regularly

1 scheduled hours worked, on at least one occasion.

2 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members and aggrieved employees
4 were entitled to receive all wages owed to them upon discharge or resignation, including earned
5 but unpaid minimum, regular, overtime, reporting time, vacation time, sick time wages, and meal
6 and rest period premiums, and they did not, in fact, receive all such compensation owed to them
7 at the time of their discharge or resignation.

8 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members and aggrieved employees
10 were entitled to receive all wages owed to them during their employment. Plaintiff and the other
11 class members and aggrieved employees did not receive payment of all wages, including
12 minimum, regular, overtime, reporting time, vacation time, and sick time wages, and meal and
13 rest period premiums, within any time permissible under California Labor Code section 204.

14 48. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and the
15 other class members and aggrieved employees were not provided with a day of rest as required
16 by California Labor Code sections 551 and 552, because they regularly worked in excess of
17 thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in
18 which they were required to work in excess of six (6) days, without accumulating or being
19 provided the opportunity to take at least one (1) day of rest, and when they accumulated days of
20 rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest
21 in seven (7) during each calendar month.

22 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members and aggrieved employees
24 were entitled to receive complete and accurate wage statements in accordance with California
25 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
26 The deficiencies included, *inter alia*, the failure to include the total number of hours worked by
27 Plaintiff and the other class members and aggrieved employees and misclassification of Plaintiff
28 and the other class members and aggrieved employees. Additionally, Plaintiff alleges that

Defendants issued facially deficient wage statements because they failed to include the amount of sick hours accrued and available for Plaintiffs and the other class members and aggrieved employees.

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other class members and aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records. The deficiencies include, *inter alia*, the failure to include the actual number of hours worked by, and/or other compensation due to, Plaintiff and the other class members and aggrieved employees, including work required to be performed off-the-clock and as a result of Defendants' requiring employees to report to work and failing to pay reporting time pay and failing to pay sick time pay.

51. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to reimbursement for necessary business-related expenses, including, *inter alia*, the use of personal cell phones for business-related purposes.

52. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other class members and aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class members and aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

53. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff and the other class members and aggrieved employees for all overtime hours worked. Plaintiff and the other class members and aggrieved employees were required to work more than eight (8) hours per day, forty (40) hours per week, and/or more than six (6) consecutive days in a workweek without overtime compensation, at the proper rate, for all overtime hours worked.

54. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved

employees.

55. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and aggrieved employees minimum wages and all compensation earned (e.g., by failing to pay reporting time pay, sick time pay, vacation pay, and meal and rest period premiums).

56. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and the aggrieved employees all wages owed to them upon discharge or resignation.

57. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and aggrieved employees' wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

58. During the relevant time period, Defendants failed to pay the regular rate of pay when calculating employees' sick time pay.

59. During the relevant time period, Defendants required Plaintiff and the other class members and aggrieved employees to report to work without putting them to work and paying them the requisite reporting time pay. Namely, during the relevant time period, Defendants failed to pay Plaintiff and other class members and aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours at the employee's regular rate of pay for workdays in which Plaintiff and the other class members and aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work, and Defendants failed to pay Plaintiff and other class members and aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Plaintiff and other class members and aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

60. During the relevant time period, Defendants failed to provide complete and/or accurate wage statements to Plaintiff and the other class members and aggrieved employees.

61. During the relevant time period, Defendants failed to keep complete and accurate payroll records for Plaintiff and the other class members and aggrieved employees.

62. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members and aggrieved employees for all necessary business-related expenses and costs.

63. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

64. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

**(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

65. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

66. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Orders provide that it is unlawful to employ persons without compensating them at a 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 by the person on a daily or weekly basis.

67. Specifically, the applicable IWC Wage Orders provide that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or over six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or over six (6) consecutive days in a workweek.

68. The applicable IWC Wage Orders further provide that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two

times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours on the sixth consecutive day of work in a workweek.

69. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a workweek.

70. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek, including performing work duties off-the-clock at the direction of Defendants, including, but not limited to, tasks related to donning and doffing protective gear and responding to supervisors via calls and text messages providing job-related directives.

71. During the relevant time period, Defendants failed to use earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay and overtime wages in the same workweek.

72. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members at all or at the correct rate.

73. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

74. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and

attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

**(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

75. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 74, and each and every part thereof with the same force and effect as though fully set forth herein.

76. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

77. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

78. At all relevant times, the applicable IWC Wage Orders and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

79. At all relevant times, the applicable IWC Wage Orders and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (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.

80. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their

1 legally-mandated meal periods by mutual consent, were required to work for periods longer than
2 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
3 rest period.

4 81. During the relevant time period, Plaintiff and the other class members' meal
5 periods were missed, shortened, taken late, and/or were interrupted because Defendants required
6 them to perform work duties including, but not limited to, tasks related to donning and doffing
7 protective gear and responding to supervisors via calls and text messages providing job-related
8 directives, during what should have been a duty-free meal period of not less than thirty (30)
9 minutes.

10 82. As a result, Defendants failed to relieve Plaintiff and the other class members of
11 all duties, failed to relinquish control over Plaintiff and the other class members' activities, failed
12 to permit Plaintiff and the other class members a reasonable opportunity to take, and impeded or
13 discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the
14 end of their fifth hour of work for shifts lasting more than five (5) hours, and/or to take second
15 thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts
16 lasting more than ten (10) hours.

17 83. During the relevant time period, Plaintiff and the other class members who were
18 scheduled to work for a period of time in excess of six (6) hours were required to work for
19 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
20 (30) minutes and/or rest period.

21 84. During the relevant time period, Defendants intentionally and willfully required
22 Plaintiff and the other class members to work during meal periods and failed to compensate
23 Plaintiff and the other class members the full meal period premium for work performed during
24 meal periods.

25 85. During the relevant time period, Defendants failed to pay Plaintiff and the other
26 class members the full meal period premium due pursuant to California Labor Code section
27 226.7. 71.

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86. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code sections 226.7 and 512(a).

87. Pursuant to applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

88. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 87, and each and every part thereof with the same force and effect as though fully set forth herein.

89. At all times herein set forth, the applicable IWC Wage Orders and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

90. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

91. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

92. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

93. During the relevant time period, Plaintiff and the other class members' rest periods were missed, shortened, late, and/or interrupted because Defendants required them to remain on the premises during rest periods and to perform work duties including, but not limited to, tasks related to donning and doffing protective gear and responding to supervisors via calls and text messages providing job-related directives, and Defendants failed to authorize or permit Plaintiff and the other class members or failed to relinquish control over Plaintiff and the other class members' activities in order to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for every shift lasting ten (10) to fourteen (14) hours and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

94. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods. For example, throughout their employment with Defendants, although Plaintiff were not authorized and permitted to take full, uninterrupted, off-duty rest periods for each four hours worked, or major fraction thereof, they were not provided with rest period premium payments.

95. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

96. During the relevant time period, Defendants failed to use earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the premium for a missed, late, short, or interrupted rest period where Plaintiff's and the other class members' rest periods were missed, late, short, or interrupted.

97. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

98. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one

1 additional hour of pay at the employees' regular hourly rate of compensation for each work day
2 that the rest period was not provided.

3 **FOURTH CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

5 **(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,**
6 **and DOES 1 through 100)**

7 99. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 98, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 100. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
11 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
12 the minimum so fixed is unlawful.

13 101. During the relevant time period, Defendants failed to pay wages, including, *inter*
14 *alia*, minimum wages, regular wages, overtime wages, vacation wages, sick time pay, meal and
15 rest premiums, and reporting time pay, to Plaintiff and the other class members as required,
16 pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay
17 wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours
18 Plaintiff and the other class members worked off-the-clock performing work duties, including,
19 but not limited to, tasks related to donning and doffing protective gear and responding to
20 supervisors via calls and text messages providing job-related directives, and Defendants' failing
21 to pay reporting time wages, vacation pay, and sick time pay. Plaintiff spent time performing
22 work duties off-the-clock throughout their employment with Defendants.

23 102. Defendants' failure to pay Plaintiff and the other class members wages as required
24 violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections,
25 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum
26 wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an
27 amount equal to the wages unlawfully unpaid and interest thereon.

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103. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

104. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, and 203)

**(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

105. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 104, and each and every part thereof with the same force and effect as though fully set forth herein.

106. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

107. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, unpaid wages for time worked off-the-clock to perform work duties, unpaid reporting time pay, unpaid sick time pay, unpaid vacation pay, and unpaid meal and rest period premium payments.

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109. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

110. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then 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 is commenced; but the wages shall not continue for more than thirty (30) days.

111. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

(Violation of California Labor Code § 204)

(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)

112. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 111, and each and every part thereof with the same force and effect as though fully set forth herein.

113. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

114. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of

any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

115. At all times herein set forth, California Labor Code section 204 provides that 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.

116. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

117. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC, and DOES 1 through 100)

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

119. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (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 his or her 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and

1 year, and a copy of the statement or a record of the deductions shall be kept on file by the
2 employer for at least three years at the place of employment or at a central location within the
3 State of California.

4 120. Defendants have intentionally and willfully failed to provide Plaintiff and the
5 other class members with complete and accurate wage statements. The deficiencies include, but
6 are not limited to: the failure to include the total number of hours worked by Plaintiff and the
7 other class members, failure to include all wages due for reporting time pay, failure to list the
8 correct overtime rates, and failure to list all meal and rest premiums owed. As the employer
9 willfully requiring employees to report to work (and not putting them to work) and requiring
10 employees to perform work off-the-clock, and failing to provide, authorize, and/or permit
11 compliant meal and rest periods or to pay all premium wages owed for such failure, Defendants
12 had the information necessary to provide wage statements that accurately reflected the total
13 number of hours actually worked and the actual gross and net wages earned, yet failed to do so
14 on a systematic basis and instead provided wage statements that did not reflect the time worked
15 or all wages and other compensation earned.

16 121. As a result of Defendants' violation of California Labor Code section 226(a),
17 Plaintiff and the other class members have suffered injury and damage to their statutorily-
18 protected rights. Because Plaintiff and the other class members' wage statements did not reflect
19 the accurate number of hours worked, Plaintiff and the other class members were unable to
20 determine the total amount of hours they worked, were unable to determine the total amount of
21 compensation they were owed, and were unable to verify they were paid the proper amount. In
22 order to determine how much Plaintiff and the other class members should have been paid,
23 Plaintiff and the other class members would have had to engage in discovery and mathematical
24 computations in order to reconstruct the missing information.

25 122. More specifically, Plaintiff and the other class members have been injured by
26 Defendants' intentional and willful violation of California Labor Code section 226(a) because
27 they were denied both their legal right to receive, and their protected interest in receiving,
28 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

123. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee. Because Plaintiff and the other class members' wage statements did not reflect the accurate number of hours worked or wages earned, Plaintiff and the other class members were unable to determine the total amount they were owed, and were unable to verify whether they were paid the proper amount. In order to determine how much Plaintiff and the other class members should have been paid, Plaintiffs and the other class members would have had to engage in discovery and mathematical computations in order to reconstruct the missing information.

124. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

**(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

125. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 124, and each and every part thereof with the same force and effect as though fully set forth herein.

126. Pursuant to California Labor Code section 1174(d), an employer shall 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, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

127. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

128. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

129. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

**(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

130. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 129, and each and every part thereof with the same force and effect as though fully set forth herein.

131. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

132. Pursuant to California Labor Code section 2804, "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

133. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, the cost of purchasing, maintaining, using, replacing, and/or repairing personal cell phones for work-related purposes.

134. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

135. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

**(Violation of California Business & Professions Code §§ 17200, et seq.)
(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

136. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 135, and each and every part thereof with the same force and effect as though fully set forth herein.

137. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

138. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

139. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay wages (including, *inter alia*, regular, overtime, vacation pay, sick time pay, and reporting time wages) required by the law violate California Labor Code sections 227.3, 246, 1194, 1197, and 1197.1. Moreover, Defendants'

1 policies and practices of failing to timely pay wages to Plaintiff and the other class members
2 upon termination and during employment violate California Labor Code sections 201, 202 and
3 204. Defendants' failure to provide compliant wage statements, maintain requisite payroll
4 records, provide a day of rest in a seven day workweek, and reimburse business expenses also
5 violated California Labor Code sections 226(a), 551, 552, 1174(d), 2800 and 2802.

6 140. As a result of the herein described violations of California law, Defendants
7 unlawfully gained an unfair advantage over other businesses.

8 141. Plaintiff and the other class members have been personally injured by Defendants'
9 unlawful business acts and practices as alleged herein, including but not necessarily limited to
10 the loss of money and/or property.

11 142. Pursuant to California Business & Professions Code section 17200, et seq.,
12 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained
13 by Defendants during a period that commences four years preceding the filing of this Complaint;
14 an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and
15 other applicable laws; and an award of costs.

16 **ELEVENTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 2698, et seq.)**

18 **(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,**
19 **and DOES 1 through 100)**

20 143. Plaintiff incorporates by reference the allegations contained in paragraphs 1
21 through 12 and 18 through 135, and each and every part thereof with the same force and effect
22 as though fully set forth herein.

23 144. PAGA expressly establishes that any provision of the California Labor Code
24 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
25 departments, divisions, commissions, boards, agencies or employees for a violation of the
26 California Labor Code, may be recovered through a civil action brought by an aggrieved
27 employee on behalf of himself or herself, and other current or former employees.

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1 145. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
2 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
3 authorized to exercise the same discretion, subject to the same limitations and conditions, to
4 assess a civil penalty.

5 146. Plaintiff and the other hourly-paid or non-exempt employees and/or salaried, on-
6 site employees misclassified as “exempt” are “aggrieved employees” as defined by California
7 Labor Code section 2699(c) in that they are all current or former employees of Defendants, and
8 one or more of the alleged violations was committed against them.

9 **Failure to Pay Overtime**

10 147. Defendants’ failure to pay legally required overtime wages to Plaintiff and the
11 other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes
12 unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

13 **Failure to Provide Meal Periods**

14 148. Defendants’ failure to provide legally required meal periods to Plaintiff and the
15 other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes
16 unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

17 **Failure to Provide Rest Periods**

18 149. Defendants’ failure to provide legally required rest periods to Plaintiff and the
19 other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes
20 unlawful or unfair activity prohibited by California Labor Code section 226.7.

21 **Failure to Pay Wages (Including, *Inter Alia*, Minimum Wages)**

22 150. Defendants’ failure to pay wages (including regular, minimum, overtime,
23 reporting time, sick time, vacation time, and premium wages) and all compensation due to
24 Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and
25 constitutes a violation of California Labor Code sections 227.3, 246, 1194, 1197, 1197.1, and
26 1198.

27 **Failure to Provide a Day of Rest**

28 151. Defendants’ failure to provide a day of rest as required by California Labor Code

sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 551 and 552.

Failure to Pay Reporting Time Pay

152. Defendants' failure to pay reporting time pay in violation of the IWC Wage Orders and California Labor Code section 1198, as alleged above, constitutes unlawful or unfair activity prohibited by IWC Wage Orders and by California Labor Code section 1198.

Failure to Timely Pay Wages Upon Termination

153. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

154. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

155. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

156. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Pay Sick Time Pay

157. Defendants' failure to pay sick time pay to Plaintiff and the other aggrieved employees is in violation of California Labor Code sections 246, 558, and 1198.

Failure to Reimburse Necessary Business-Related Expenses and Costs

158. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for

necessary business-related expenses and costs, in accordance with California Labor Code sections 2800 and 2802 and IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802 and IWC Wage Orders.

159. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

160. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

1 161. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
2 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
3 statute.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff, individually, and on behalf of other members of the general public similarly
6 situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys
7 General Act, requests a trial by jury.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
10 public similarly situated, and on behalf of other aggrieved employees pursuant to the California
11 Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and
12 severally, as follows:

13 **Class Certification**

14 1. That this action be certified as a class action;
15 2. That Plaintiff be appointed as the representative of the Class;
16 3. That counsel for Plaintiff be appointed as Class Counsel; and
17 4. That Defendants provide to Class Counsel immediately the names and most
18 current/last known contact information (address, e-mail and telephone numbers) of all class
19 members.

20 **As to the First Cause of Action**

21 5. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
23 all overtime wages due to Plaintiff and the other class members;

24 6. For general unpaid wages at overtime wage rates and such general and special
25 damages as may be appropriate;

26 7. For pre-judgment interest on any unpaid overtime compensation commencing
27 from the date such amounts were due;

28 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were

1 due; and

2 22. For such other and further relief as the Court may deem just and proper.

3 **As to the Fourth Cause of Action**

4 23. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
6 Plaintiff and the other class members;

7 24. For general unpaid wages and such general and special damages as may be
8 appropriate;

9 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
10 Plaintiff and the other class members in the amount as may be established according to proof at
11 trial;

12 26. For pre-judgment interest on any unpaid compensation from the date such
13 amounts were due;

14 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
15 California Labor Code section 1194(a);

16 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

17 29. For such other and further relief as the Court may deem just and proper.

18 **As to the Fifth Cause of Action**

19 30. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
21 time of termination of the employment of Plaintiff and the other class members no longer
22 employed by Defendants;

23 31. For all actual, consequential, and incidental losses and damages, according to
24 proof;

25 32. For statutory wage penalties pursuant to California Labor Code section 203 for
26 Plaintiff and the other class members who have left Defendants' employ;

27 33. For pre-judgment interest on any unpaid compensation from the date such
28 amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

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As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay all wages due to Plaintiff and the other class members, including sick time pay, vacation pay, and reporting time pay, failing to provide compliant wage statements, failing to maintain requisite payroll records, failing to reimburse business expenses, and failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204, failing to provide a day of rest as required by California Labor Code sections 551 and 552, and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

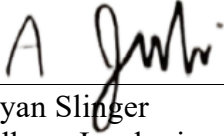
As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f), and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders, including, *inter alia*, Wage Order Nos. 4-2001 and 16-2001; and

60. For such other and further relief as the Court may deem equitable and appropriate.

DATED: March 5, 2026

LAWYERS for JUSTICE, PC

By: 
Ryan Slinger
Alborz Javaheri
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On March 5, 2026, I served the foregoing document(s) described as:

- **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.**

on interested parties in this action by Electronic Service as follows:

Michael Hsueh (Michael.Hsueh@jacksonlewis.com)
Sean Bothamley (Sean.Bothamley@jacksonlewis.com)
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Attorneys for Defendants Goodfellow Bros. California, LLC, et al.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 5, 2026, at Glendale, California.



Deven Launchbaugh