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Clerk of the Napa Superior Court
By: Lori Walker, Deputy

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
Jean Hopkins Power (SBN 326509)
j.power@d.law
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff Janine Nelson-Quillopo,
on behalf of herself and others similarly situated

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

JANINE NELTON-QUILLOPO, an
individual, on behalf of herself and others
similarly situated,

Plaintiff,

vs.

PERNOD RICARD USA, LLC, a Delaware
limited liability company; BOLT STAFFING
SERVICE, INC., an Idaho corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV001048

CLASS ACTION

Assigned for All Purposes To:
Hon. Cynthia P. Smith
Dept.: A

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a)
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
10. Violation of Business & Professions Code § 17200 *et seq.*; and
11. Penalties under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Original Complaint Filed: June 20, 2024
Trial Date: None Set

1 Plaintiff JANINE NELTON-QUILLOPO (hereinafter “Plaintiff”), on behalf of herself and
2 all other similarly situated non-exempt, hourly workers employed by Defendants in California
3 (collectively, “Employees”; individually, “Employee”) complains of Defendants, and each of
4 them, as follows:

5 INTRODUCTION

6 1. Plaintiff brings this action on behalf of herself and all other similarly situated
7 current and former Employees within the State of California who, at any time from four years prior
8 to the filing of this lawsuit, are or were employed at offices in California by Defendants PERNOD
9 RICARD USA, LLC, a Delaware Limited Liability company; BOLT STAFFING SERVICE,
10 INC., an Idaho corporation; and DOES 1 through 50, inclusive (all defendants being collectively
11 referred to as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various
12 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
13 (“IWC”), and the California Business & Professions Code, and seeks redress for these violations.

14 2. Plaintiff is a resident of California and Solano County, and during the time period
15 relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee within
16 the State of California. Plaintiff was placed as a temporary employee of Defendants PERNOD
17 RICARD USA, LLC (“Pernod Ricard”) at their facility in Rutherford, California and within the
18 County of Napa prior to being hired directly by Pernod Ricard. Upon information and belief, the
19 Pernod Ricard Defendants operate out of several facilities in California and Defendant BOLT
20 STAFFING SERVICE, INC. (“Bolt Staffing”) is a recruiting and temporary staffing company,
21 which jointly employs Employees it has placed at the Pernod Ricard facilities. Plaintiff and the
22 other similarly situated Employees of Defendants worked in Defendants’ facilities at Defendants’
23 behest and without being paid all wages due and without being provided all their required meal
24 periods and rest breaks. Upon information and belief, Plaintiff was employed by Defendants and
25 shared similar job duties and responsibilities, was subjected to the same policies and practices, and
26 endured similar violations at the hands of Defendants as the other Employee Class members who
27 served in similar and related positions at the Pernod Ricard facilities in California, including both
28 those Employees who were directly hired by Pernod Ricard and those hired through Bolt Staffing

1 and placed with Pernod Ricard.

2 3. Defendants failed to pay Plaintiff and the Employees in the Class for all their hours
3 worked and failed to record accurate times worked by these Employees, including by requiring off
4 the clock work, failed to pay them at the appropriate rates for all hours worked, failed to pay all
5 wages due and owing at termination or resignation, and provided Plaintiff and the Class members
6 with inaccurate wage statements that prevented them from learning of these unlawful pay
7 practices. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest
8 periods, as Employees were required to remain under Defendants' control and take shortened or
9 late or interrupted meal periods and were not provided with the opportunity to take full
10 uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the
11 applicable paragraphs of the IWC Wage Orders.

12 4. Defendant PERNOD RICARD is a Delaware limited liability company which lists
13 with the California Secretary of State its principal executive offices at 8445 Silverado Trail, Napa,
14 California. PERNOD RICARD'S website, www.pernod-recard.com/en/locations/usa provides:
15 "As Pernod Ricard's #1 market, we are proud to be true creators of conviviality. As leaders of the
16 American wine & spirits industry, we offer premium brands and unforgettable experiences infused
17 with our own unique values." "With over 1,000 employees, Pernod Ricard USA is responsible
18 both for the sales, marketing, and distribution of Pernod Ricard brands across the United States, as
19 well as the global development of brands including...Mumm Napa." Upon Information and belief,
20 PERNOD RICARD does business as Mumm Napa, at the same address. "PERNOD RICARD
21 USA, LLC" is listed as the registrant of the business name "MUMM NAPA" with the Napa
22 County Clerk Recorder. On its website, www.mummnapa.com, MUMM NAPA states: "Our roots
23 can be traced back to GH Mumm, the leading international champagne brand in France.
24 Established in California in the late 1970s, Mumm Napa follows traditional wine making
25 techniques of its French heritage to create the finest, hand-crafted sparkling wines. Our dedication
26 to quality has been rewarded with accolades and awards over the decades."

27 5. PERNOD RICARD operates and maintains facilities in California, including in
28 Rutherford, California. Plaintiff and the Class members were employed by PERNOD RICARD at

1 these facilities throughout California, including in Napa County. Defendant PERNOD RICARD,
2 upon information and belief, employs Employee Class members at its California facilities either
3 directly or through temporary staffing agencies, such as named Defendant BOLT STAFFING, and
4 BOLT STAFFING, upon information and belief, employs and places certain Employees in the
5 Class, such as Plaintiff, at the PERNOD RICARD's facilities in California.

6 6. Defendant BOLT STAFFING is an Idaho corporation that lists with the California
7 Secretary of State its principal executive offices at 955 Broadway, Sonoma, CA. "Bolt Staffing
8 Service, Inc." is listed as an employer on documents provided to Plaintiff and, upon information
9 and belief other Class members, including Plaintiff's paystubs, during the relevant time period that
10 Plaintiff was employed with Defendants. BOLT STAFFING's website, www.boltstaffing.com
11 states, "Bolt has 3 staffing and recruiting locations in Northern California to help you find great
12 workers for your light industrial, administrative, accounting, hospitality, *sic* government staffing
13 needs." The website further states, "... BOLT has landed on the Inc. 500 list and grown to be a
14 recognized player in the Northern California Staffing Industry."

15 7. Upon information and belief, PERNOD RICARD hires Employees either directly or
16 through staffing agencies such as BOLT STAFFING. Upon information and belief, PERNOD
17 RICARD also maintains control over key aspects of the employment of Plaintiff and the Class
18 members, including controlling their scheduled hours and working conditions, controlling when
19 they receive meal periods and rest breaks and when they are authorized to work overtime, and sets
20 the policies and practices which govern their employment. Although Plaintiff was paid by and
21 received wage statements from Bolt Staffing, it was an employer of Plaintiff along with Pernod
22 Ricard, who jointly controlled the hours worked by Plaintiff and the Class members, including by
23 setting and controlling their wage rates and their daily working conditions and the policies and
24 practices that governed their daily employment. Pernod Ricard did the same thing for any Class
25 members it hired directly (including Plaintiff) to work in its California facilities and for Class
26 members hired through other staffing agencies.

27 8. Additionally, under California Labor Code § 2810.3, Pernod Ricard shares with
28 Bolt Staffing, and any other staffing agency it uses, in civil legal responsibility for all workers

1 supplied to Pernod Ricard for their collective failure to pay all earned wages. California Labor
2 Code § 2810.3 requires that “A client employer shall share with a labor contractor all civil legal
3 responsibility and civil liability for all workers supplied by that labor contractor for...the payment
4 of wages.” A “labor contractor” (here, e.g., Bolt Staffing), is defined as “an individual or entity
5 that supplies, either with or without a contract, a client employer with workers to perform labor
6 within the client employer’s usual course of business.” “Client employer” (here Pernod Ricard) is
7 defined as “a business entity, regardless of its form, that obtains or is provided workers to perform
8 labor within its usual course of business from a labor contractor.” Upon information and belief,
9 Defendant Pernod Ricard is and has been a client employer within the definition of Labor Code §
10 2810.3 and shares with Bolt Staffing, the labor contractor, all civil legal responsibility and civil
11 liability for failure to pay all wages earned by Plaintiff and the Class Members.

12 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
13 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
14 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
15 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
16 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
17 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Napa County, as
18 Defendant Pernod Ricard operates facilities in Rutherford, California in Napa County, which is
19 also where Plaintiff and the Class members were placed and worked by Defendants. Upon
20 information and belief, Defendant Bolt Staffing also maintains offices and facilities in Napa
21 County and throughout California and places Employees there. Defendants therefore employ
22 Plaintiff and other Class members in Napa County and at all the other offices and facilities
23 Defendants maintain and operate throughout California, including in Napa, California, and venue
24 is proper in Napa County.

25 10. The true names and capacities, whether individual, corporate, associate, or whatever
26 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
27 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil
28 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated

1 herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner
2 for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint
3 to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50
4 when their identities become known.

5 11. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
6 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out
7 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
8 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
9 respects as the employers or joint employers of Employees. Defendants, and each of them,
10 exercised control over the wages, hours or working conditions of Employees, created and
11 implemented the policies and practices that governed the employment of Plaintiff and the Class
12 members and dictated their job duties and responsibilities, or otherwise suffered or permitted
13 Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common
14 law employment relationship, with the Employee Class members. Therefore, Defendants, and each
15 of them, employed or jointly employed the Employee Class members.

16 **FACTUAL BACKGROUND**

17 12. The Employees who comprise the Class, including Plaintiff, are non-exempt
18 employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare
19 Commission ("IWC"). During the period of four years prior to the filing of this action through its
20 resolution, Plaintiff and the Class members were either not paid by Defendants for all hours
21 worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also
22 contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing,
23 including by under-recording of hours worked, requiring off the clock work, failing to provide
24 meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages
25 owed, all in violation of various provisions of the California Labor Code and applicable
26 paragraphs of the IWC Wage Orders.

27 13. During the course of Plaintiff's and the Class members' employment with
28 Defendants, they were not paid all wages they were owed, including for all work performed

(resulting in “off the clock” work) and for all their overtime hours worked. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly Employees at their warehouses in California. Upon information and belief, Defendants’ employment of Plaintiff and the Class members is not governed under a collective bargaining agreement.

14. Plaintiff’s position included working in a winery gift shop, restocking shelves, preparing inventory, and providing customer service along with cashier services. Plaintiff was generally scheduled to work the shift starting at 9:45 a.m. and ending at 6:45 p.m.

15. Several times per week, Plaintiff and upon information and belief other Class members worked beyond their scheduled shifts to complete the job duties and work tasks Defendants required of them and/or to respond to work related calls, texts, and/or messages on their personal cell phones. Therefore, upon information and belief, Defendants failed to compensate Plaintiff and the Class members for the time they were working and performing job duties or otherwise under Defendants’ control outside their scheduled shift times.

16. Defendants did this, upon information and belief, in connection with other Employees in a concerted effort to limit and restrict overtime incurred by Plaintiff and the other Class members. However, given the off the clock work and issues with meal periods and their timing (discussed below), Plaintiff generally worked beyond eight hours in a shift. As a result of the above-described off the clock work, Defendants failed to pay Plaintiff and Class members overtime for finishing tasks at the end of work shifts, which Defendants did not record in timekeeping.

17. Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime and double time wage rates due to Defendants’ policy and practice of requiring her to work off the clock and without pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Class members working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by failing to pay them at the required overtime rates for all hours over eight in a work shift or over

1 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
2 information and belief, the Class members were bound by similar scheduling and work policies,
3 which Defendants required them to follow, and endured similar violations at Defendants' hands
4 as Plaintiff.

5 18. Defendants have either failed to maintain timekeeping records for Plaintiff that
6 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants'
7 required and the actual hours Plaintiff worked, or have otherwise declined to produce them to
8 Plaintiff in response to a timely and lawful request. By editing time records, or requiring Plaintiff
9 and the Class member to clock in and out for time periods showing less hours than were actually
10 worked or reflecting compliant meal periods that were not provided, and by failing to pay for all
11 hours worked, Defendants have committed knowing and intentional ongoing violations of the
12 record keeping requirements under the Labor Code §§ 226 and 1174.

13 19. As a result of the above-described unlawful requirements to work off the clock,
14 the failure to accurately record all hours worked, and the other wage violations they endured at
15 Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned and
16 all wages owed to them by Defendants, including when working more than eight hours in any
17 given day and/or more than forty hours in any given week. As a result of Defendants' unlawful
18 policies and practices, Plaintiff and Class members incurred overtime hours worked for which
19 they were not adequately and completely compensated, in addition to the hours they were
20 required to work off the clock at their regular rates.

21 20. Therefore, from at least four years prior to the filing of this lawsuit and continuing
22 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
23 hours worked and failing to pay minimum wages for all time worked, as required by California
24 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
25 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
26 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
27 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
28 Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants

1 paid Plaintiff and the Class members bonuses, shift differentials and/or other forms of
2 remuneration above and beyond their hourly pay, including bonuses masquerading as
3 commissions, upon information and belief, Defendants miscalculated and therefore underpaid any
4 overtime they paid during these pay periods by failing to include all forms of remuneration in the
5 regular rate used to calculate and pay overtime.

6 21. Defendants also failed to provide Plaintiff and the Class members with their
7 required first and second meal periods, and their first, second, and third required rest breaks. The
8 many and different work demands from managers did not permit those working to take their
9 required breaks or complete all required work within the scheduled times. The above described
10 off the clock work and failure to pay for all hours worked also contributed to Defendants'
11 common policy of failing to provide lawful meal periods to Plaintiff and the Class members, as
12 required under the Labor Code and Paragraph 11 of the applicable IWC Wage Order(s).
13 Defendants similarly systematically failed to authorize and permit Plaintiff and the employee
14 Class Members to take all required 10-minute rest breaks, as required under the Labor Code and
15 Paragraph 12 of the IWC Wage Order(s).

16 22. Defendants also failed to schedule rest breaks and meal periods and failed to
17 ensure there was adequate staffing so that Employees could take proper meal periods and rest
18 breaks. Due to the volume of work and demands from managers, Plaintiff and Class members
19 were often unable to take a timely meal period before the start of the fifth hour of work.
20 Moreover, on days when Employees worked beyond ten hours, Defendants failed to provide them
21 with an opportunity to take a second meal period or a third rest breaks. Even when Plaintiff was
22 able to receive a timely first meal period or able to take both rest breaks, these would be
23 interrupted by phone calls, texts, and/or group chat messages she received to her mobile phone
24 from managers and work personnel regarding work-related matters. Defendants' unlawful
25 communications often compelled Plaintiff and Class members to cut their meal periods and rest
26 breaks short to complete urgent work tasks at the expense of their breaks. Upon information and
27 belief, Defendants failed to compensate Plaintiff and the Class members for the time they were
28 under control of Defendants during their meal periods and rest breaks.

1 23. When it came time for a meal period or break, Plaintiff had to ensure that she had
2 completed all her work in a timely manner. Often, the volume of work was so heavy was that it
3 would be impossible for Plaintiff to finish her tasks on time if she took all her required rest
4 breaks. Likewise, due to fast paced nature of the work, Plaintiff was on occasion unable to take a
5 meal period until after her fifth hour of work. On work shifts when Plaintiff typically worked
6 more than ten (10) hours, she was not provided a second meal period or third rest break. Even
7 when Plaintiff was able to take rest breaks or was able to take a timely meal period, her meal
8 periods and rest breaks would be interrupted by phone calls, texts, and/or group chat messages
9 from her supervisors and peers. These communications routinely required that Plaintiff cut her
10 meal periods and rest breaks short to respond to them. Therefore, even when Plaintiff and Class
11 members were provided with timely meal periods and rest breaks, these would frequently be
12 interrupted by work-related calls, texts, or messages which they had to respond to. Accordingly,
13 Defendants' practices and policies often resulted in late and/or interrupted meal periods and
14 missed and/or interrupted rest breaks.

15 24. Defendants thus failed to provide all the legally required unpaid, off-duty meal
16 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
17 members, as required by the applicable Wage Orders and Labor Code. Defendants did not have a
18 policy or practice which provided or recorded all the legally required unpaid, off-duty meal
19 periods and all the legally required paid, off-duty rest periods to the Plaintiff and the other Class
20 members. Plaintiff and other Class members were required to perform work as ordered by
21 Defendants or otherwise remain under Defendants' control for more than five hours during a shift,
22 or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and
23 duty-free 30-minute meal break. Additionally, as addressed above, Defendants followed a practice
24 of requiring off the clock work in a manner that would impact when Employees were to receive
25 meal periods and rest breaks, thus leading to further violations.

26 25. As a result, Defendants' failure to provide Plaintiff and the Class members with all
27 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
28 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have

1 either failed to maintain required records of when meal periods were actually provided or failed to
2 produce them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate
3 and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of
4 wages at each Employee's effective hourly rate of pay, for each meal period or rest break that
5 Defendants failed to provide or deficiently provided.

6 26. Therefore, for at least four years prior to the filing of this action and through to the
7 present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise not
8 provided with the opportunity to take required meal breaks due to Defendants' policies and
9 practices. On the occasions when Plaintiff and the Class members were provided with a meal
10 period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were
11 not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or
12 more of the following manners:

- 13 (a) Class members were not provided full thirty-minute duty free meal periods
14 for work days in excess of five hours and were not compensated one hour's
15 wages in lieu thereof, all in violation of, among others, Labor Code §§
16 226.7, 512, and the applicable Industrial Welfare Commission Wage
17 Order(s);
- 18 (b) Class members were not provided second full thirty-minute duty free meal
19 periods for work days in excess of ten hours;
- 20 (c) Class members were required to work through at least part of their daily
21 meal period(s);
- 22 (d) Meal periods were provided after five hours of continuous work during a
23 shift; and
- 24 (e) Class members were restricted in their ability to take thirty-minute meal
25 period, or were otherwise required to remain under Defendant's control.

26 27. Defendants also failed to authorize and permit Plaintiff and the Class members to
27 take duty-free, net ten minute rest breaks for ever four hours of shift work, or major fraction
28 thereof. There were similar issues with the required net ten-minute rest breaks Plaintiff and the

1 Class members were not authorized and permitted to take as with meal periods. The work
2 demands placed upon Plaintiff, and the unlawful rounding of and failure to pay for all their hours
3 worked, also manifested in Defendants' failure to authorize and permit duty-free, net ten-minute
4 rest periods.

5 28. Due to the off the clock work addressed above, rest periods were often provided
6 late and were untimely, or Plaintiff and the Class members were required to work through their
7 breaks or remain under Defendants' control during them. Therefore, the job requirements and
8 duties required of Plaintiff and the Class members manifested in a failure to authorize and permit
9 Class members to take all their required rest breaks. Plaintiff and the other similarly situated
10 Class members were either not authorized and permitted the opportunity to take a rest break, or
11 were required to remain under Defendants' control during them or otherwise had them
12 impermissibly shortened.

13 29. Defendants' policies and practices thus systematically deny and denied Plaintiff
14 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
15 periods. Employers must permit and authorizes employees to take off-duty rest periods. That is,
16 during rest periods employers must relieve employees of all duties and relinquish control over
17 how employees spend their time. Plaintiff and the Class members were and are under Defendants'
18 control when they are working through rest breaks or receiving them late or shortened.

19 30. Plaintiff and the Defendants' Employees in the Class were therefore not authorized
20 and permitted to take lawful rest periods, were systematically required by Defendants to work
21 through or during breaks, and were not provided with one hour's wages in lieu thereof. They
22 were required to remain on-duty during breaks or portions of their breaks, thus making them
23 either untimely or shortened and on-duty, and they were also effectively prevented from leaving
24 the premises during rest breaks under Defendants' policies and practices. Rest period violations
25 therefore arose in one or more of the following manners:

- 26 (a) Class members were required to work without being provided a minimum
27 ten minute rest period for every four hours or major fraction thereof
28 worked and were not compensated one hour of pay at their regular rate of

1 compensation for each workday that a rest period was not provided;

2 (b) Class members were not authorized and permitted to take timely rest
3 periods for every four hours worked, or major fraction thereof; and

4 (c) Class members were required to remain on-duty and perform work tasks or
5 remain under Defendants' control during rest periods or otherwise had
6 their rest periods interrupted by work demands.

7 31. From at least four years prior to the filing of this lawsuit and continuing to the
8 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
9 deducting the Employees' earned wages, including by the above described off the clock work and
10 on-duty work while on unpaid meal breaks and by Defendants' policy and practice of editing
11 records or requiring Plaintiff and the Class members to create time punch records that did not
12 reflect their actual hours worked. By not compensating Employees for all hours worked,
13 Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Class members, in
14 violation of Labor Code § 221.

15 32. As a result of the above described illegal policies and practices, Defendants
16 engaged in and enforced the following additional unlawful practices and policies against Plaintiff
17 and the Class members she seeks to represent:

18 (a) failing to pay all wages owed to Class members who either were
19 discharged, laid off, or resigned in accordance with the requirements of
20 Labor Code §§ 201, 202, 203;

21 (b) failing to pay all wages owed to the Class members twice monthly in
22 accordance with the requirements of Labor Code § 204;

23 (c) failing to pay Class members all wages owed, including all meal and rest
24 period premium wages;

25 (d) failing to maintain accurate records of Class members' earned wages and
26 meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7
27 of the applicable IWC Wage Orders; and
28

1 (e) failing to produce timekeeping records in response to Plaintiff's timely and
2 lawful request to receive them under these authorities.

3 33. From at least four years prior to the filing of this lawsuit, and continuing to the
4 present, Defendants have also consistently failed to provide Employees with timely, accurate, and
5 itemized wage statements, in writing, as required by California wage-and-hour laws, including by
6 the above-described requirement of off the clock work, unlawful rounding, failure to pay all
7 overtime or pay it at the correct rate, and failure to pay premium wages for unprovided or
8 otherwise unlawful meal and rest breaks. Defendants have also made it difficult to account with
9 precision for the unlawfully withheld wages and meal and rest period compensation owed to
10 Plaintiff and the Class, during the liability period, because they did not implement and preserve a
11 record-keeping method as required for non-exempt employees by California Labor Code §§ 226,
12 1174(d), and paragraph 7 of the applicable California Wage Orders.

13 34. Upon information and belief, time clock punches were not maintained or were not
14 accurately maintained for work shifts and meal periods, which were automatically presumed by
15 Defendants to have been lawfully provided when they were not. Defendants also failed to
16 accurately record and pay for all regular and overtime hours worked by Plaintiff and the Class
17 members. Additionally, Plaintiff was not issued a wage statement by Pernod Ricard on a weekly
18 basis with her paycheck, nor did Pernod Ricard appear on wage statements provided by Bolt
19 Staffing. The staffing agency thus failed to provide Plaintiff and upon information and belief,
20 Aggrieved Employees, with accurate itemized wage statements with each paycheck covering that
21 pay period. More specifically, Defendants failed to comply with the requirements of Labor Code §
22 226(a) for items that must be included on wage statements issued to temporary employees, and
23 upon information and belief also failed to comply with Labor Code § 201.3 by failing to timely
24 pay all wages and failing to list all required items of information on wage statements provided to
25 employees. Additionally, Plaintiff was not provided with the opportunity to review her
26 timekeeping records for accuracy and to ensure that she was being paid correctly. Upon
27 information and belief, the other similarly situated Class members endured similar violations at
28 Defendants' hands.

1 35. Defendants have thus also failed to comply with Labor Code § 226(a), and Labor
2 Code § 201.3, by failing to issue any wage statements and by issuing wage statements that
3 inaccurately reported total hours worked and total wages earned by Plaintiff and the Class
4 members, along with the appropriate applicable rates, among all the other requirements. Plaintiff
5 and Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
6 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
7 applicable California IWC Wage Orders by failing to maintain time records showing when the
8 employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code
9 § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
10 payment of wages and accurately reporting total hours worked by the Class members. Upon
11 information and belief, Defendants Bolt Staffing and Pernod Ricard also failed to provide
12 Employees such as Plaintiff with written notice complying with all the requirements of Labor
13 Code § 2810.5.

14 36. Defendants also required Plaintiff and the Class members to work hours off the
15 clock for which they were not compensated, including during interrupted or otherwise on-duty
16 meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work
17 conducted on a work shift and a workday, as addressed above. Therefore, from at least four years
18 prior to filing this lawsuit and continuing to the present, Defendants have also followed a uniform
19 and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated
20 Employees at the time of their termination or within seventy-two hours of their resignation, as
21 required by California wage-and-hour laws. In view of the above addressed violations, Defendants
22 have also failed to pay all wages owed to Plaintiff and the Class members twice monthly in
23 accordance with the requirements of Labor Code § 204 or timely under Labor Code § 201.3.
24 Additionally, upon information and belief, Defendant Pernod Ricard is and has been a client
25 employer within the definition of Labor Code § 2810.3. Therefore, Bolt Staffing, the labor
26 contractor, must share all civil legal responsibility and civil liability for the payment of all wages
27 earned by Plaintiff and the Class Members with Pernod Ricard.

28 37. Additionally, from at least four years prior to the filing of this lawsuit and

1 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
2 incur necessary business expenses in the course of performing their required job duties without
3 reimbursement. These included the cell phone related expenses Plaintiff incurred in responding to
4 calls, texts and messages from managers and colleagues. Additionally, Plaintiff was required to
5 use her personal mobile telephone to access the Bolt Staffing Online Employee Portal to keep
6 track of her time. Furthermore, Plaintiff and Class members were required to wear uniform shirts
7 with the Defendants' logo, but were also required to pay for uniform maintenance. Plaintiff and
8 the Class members must be reimbursed for these necessary business expenses under Labor Code §
9 2802 and Defendants systematically failed to do so.

10 38. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
11 pursuant to, *inter alia*, Labor Code §§ 201, 201.3, 202, 203, 204, 218, 218.5, 218.6, 221, 226,
12 226.7, 510, 511, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698 *et seq.*, 2802, and
13 California Code of Regulations, Title 8, section 11000 *et seq.* and applicable provisions of the
14 IWC Wage Orders.

15 39. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
16 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits
17 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
18 fraudulent practices alleged in this Complaint.

19 **CLASS ALLEGATIONS**

20 40. Plaintiff brings this class action on behalf of herself and all others similarly situated
21 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or "the Class" or
22 "Class members") defined as follows: "All individuals employed by Defendants at any time
23 during the period of four years prior to the filing of this lawsuit and ending on a date as
24 determined by the Court ("the Class Period"), and who have been employed as non-exempt,
25 hourly employees at Defendants' facilities within the State of California." Further, Plaintiff seeks
26 to represent the Subclasses composed of and defined as follows:

27 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
28 compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. Expense Reimbursement Subclass. All Class members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

j. Subclass 10. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

1 41. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
2 modify the class description with greater particularity or to provide further division into subclasses
3 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
4 against Defendants, the Class Period should be adjusted accordingly.

5 42. Defendants, as a matter of company policy, practice and procedure, and in violation
6 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
7 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
8 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
9 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the
10 benefit of this work, required Employees to perform this work and permitted or suffered to permit
11 this work. Defendants have uniformly denied these Class members wages to which these
12 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
13 order to unfairly cheat the competition and unlawfully profit.

14 43. This action has been brought and may properly be maintained as a class action
15 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
16 of interest in this litigation and the proposed Class is easily ascertainable from the employment
17 records for Plaintiff and the Class members that Defendants are required to maintain under
18 California law.

19 **A. Numerosity**

20 44. The potential members of the Class as defined are so numerous that joinder of all
21 the Class members is impracticable. While the precise number of Class member has not been
22 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
23 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
24 Class definition within the State of California. Plaintiff alleges that Defendants' employment
25 records will provide information as to the number and location of all Class members.

26 **B. Commonality**

27 45. There are questions of law and fact common to the Class that predominate over any
28 questions affecting only individual Class members. The common questions are numerous and

1 substantial and flow from Defendants' uniform policies and/or practices of violating the California
2 Labor Code addressed above. As such, these common questions predominate over individual
3 questions concerning each individual Class Member's showing as to his or her eligibility for
4 recovery or as to the amount of damages. These common questions of law and fact include:

- 5 a. Whether Defendants failed to pay Employees minimum wages;
- 6 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 7 c. Whether Defendants failed to pay Employees overtime as required under Labor
8 Code § 510;
- 9 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
10 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
11 premium pay in lieu thereof;
- 12 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
13 Orders, by failing to authorize and permit Employees to take requisite rest breaks
14 or provide premium pay in lieu thereof;
- 15 f. Whether Defendants violated Labor Code § 226(a) by providing Employees with
16 inaccurate wage statements;
- 17 g. Whether Defendants violated Labor Code § 221;
- 18 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
19 wages and compensation due and owing at the time of termination of employment;
- 20 i. Whether Defendants' conduct was willful;
- 21 j. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage
22 Orders by failing to maintain accurate records of Class members' earned wages and
23 work periods;
- 24 k. Whether Defendants violated Labor Code § 1194 by failing to compensate all
25 Employees during the relevant time period for all hours worked, whether regular or
26 overtime;
- 27 l. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
28 wages earned at least twice monthly;

- 1 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- 2 n. Whether Employees are entitled to equitable relief pursuant to Business and
- 3 Professions Code § 17200 *et seq.*; and
- 4 o. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
- 5 business expenses incurred by Employees;
- 6 p. Whether Bolt Staffing should share with Pernod Ricard responsibility for all
- 7 workers placed at Pernod Ricard's California facilities under California Labor Code
- 8 § 2810.3.

9 **C. Typicality**

10 46. The claims of the named plaintiff are typical of those of the other Employees. The

11 Employee Class members all sustained injuries and damages arising out of and caused by

12 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as

13 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for

14 the off the clock work and meal and rest violations she was required to endure are typical of those

15 of the other Class members.

16 **D. Adequacy of Representation**

17 47. Plaintiff will fairly and adequately represent and protect the interest of the

18 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are

19 experienced and competent in litigating employment class actions.

20 **E. Superiority of Class Action**

21 48. A class action is superior to other available means for the fair and efficient

22 adjudication of this controversy. Individual joinder of all Employees is not practicable, and

23 questions of law and fact common to all Employees predominate over any questions affecting only

24 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery

25 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

26 49. As to the issues raised in this case, a class action is superior to all other methods for

27 the fair and efficient adjudication of this controversy, as joinder of all Class members is

28 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class

1 members. Further, as the economic or other loss suffered by vast numbers of Class members may
2 be relatively small, the expense and burden of individual actions makes it difficult for the Class
3 members to individually redress the wrongs they have suffered. Moreover, in the event
4 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
5 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
6 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
7 to vindicate their rights for violations they endured which they would otherwise be foreclosed
8 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

9 50. Class action treatment will allow those persons similarly situated to litigate their
10 claims in the manner that is most efficient and economical for the parties and the judicial system.
11 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
12 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
13 set forth the subject and nature of the instant action. The Defendants' own business records can be
14 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
15 that any further notice is required additional media and/or mailings can be used.

16 51. Defendants, as prospective and actual employers of the Employees in the Class,
17 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
18 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
19 Employees as well as the effect of any alleged arbitration agreements that may have been forced
20 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
21 and policies, most notably intentionally refusing to pay for all hours actually worked which should
22 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
23 agreements and policies and practices on the Employees and Class as a whole.

24 52. Plaintiff and the Employees in the Class did not discover the fact that they were
25 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
26 any discussion about Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury,
27 to collectively organize and oppose unlawful pay practices under California law as well as obtain
28 injunctive relief preventing such practices from continuing. As a result, the applicable statutes of

1 limitation tolled until such time as Plaintiff and the Class members discovered their claims.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

5 53. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 54. Defendants failed to pay Employees minimum wages they were owed, including by
8 their consistent policy of failing to pay Employees for all hours worked. Employees would work
9 hours and not receive wages, including as alleged above in connection with off the clock work,
10 including all the time required to remain on duty and under Defendants' control and during breaks
11 and due to the work demands placed upon them by Defendants' management, all addressed in detail
12 above. Defendants, and each of them, have also intentionally and improperly rounded, changed,
13 adjusted and/or modified Employee hours, and/or required Employees to do so, and imposed
14 difficult to attain job and shift scheduling requirements on Plaintiff and the Class members, which
15 resulted in off the clock work and underpayment of all wages owed to Employees over a period of
16 time, while benefiting Defendants. Defendants' uniform pattern of unlawful wage and hour practices
17 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
18 uniform policy and practice that denied accurate compensation to Plaintiff and the other members of
19 the Class as to minimum wage pay.

20 55. In California, employees must be paid at least the then applicable state minimum
21 wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
22 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the
23 applicable IWC Wage Orders defines "Hours Worked" as "the time during which an employee is
24 subject to the control of an employer, and includes all the time the employee is suffered or permitted
25 to work, whether or not required to do so." Additionally, pursuant to California Labor Code § 204,
26 other applicable laws and regulations, and public policy, an employer must timely pay its employees
27 for all hours worked. Defendants failed to do so.

28 56. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

1 “The minimum wage for employees fixed by the commission is the minimum wage to be paid to
2 employees, and the payment of a less wage than the minimum so fixed is unlawful.”

3 57. The applicable minimum wage rate fixed by the commission for work during the
4 relevant period is found in the Wage Orders.

5 58. The minimum wage provisions of California Labor Code are enforceable by private
6 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
7 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
9 balance of the full amount of this minimum wage or overtime compensation, including interest
10 thereon, reasonable attorney’s fees and costs of suit.”

11 59. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
12 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
13 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
14 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
15 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the
16 absence of a contractually agreed upon one.

17 60. In committing these violations of the California Labor Code, Defendants inaccurately
18 recorded, or required Plaintiff and the Class members to input times that did not reflect their actual
19 hours worked, or calculated the correct time worked and consequently underpaid the actual time
20 worked by Plaintiff and other members of the Class, including by requiring off the clock work, as
21 addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of all earned
22 wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
23 Commission requirements and other applicable laws and regulations. As a result of these violations,
24 Defendants also failed to timely pay all wages earned in accordance with California Labor Code §
25 1194.

26 61. California Labor Code § 1194.2 also provides for the following remedies: “In any
27 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
28 minimum wages fixed by an order of the commission, an employee shall be entitled to recover

1 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

2 62. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
3 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial failure
4 to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
5 employee minimum wages.

6 63. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are further
7 entitled to recover liquidated damages equal to wages unlawfully unpaid and interest thereon.

8 64. Also, California Labor Code §1198 instructs that: states, “the maximum hours of
9 work and the standard conditions of labor fixed by the commission shall be the maximum hours of
10 work and the standard conditions of labor for employees. The employment of any employee for
11 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
12 unlawful.” Paragraph 4 of the applicable IWC Wage Orders require the payment of minimum wages
13 for all hours worked, and that all wages earned in a pay period be paid during that period.
14 Defendants’ policies and practices violated these IWC Wage Order requirements. Under Section
15 20(A) of the applicable IWC Wage Orders, Plaintiff and the Class members are entitled to recover
16 civil penalties, in addition to other penalties, for each underpaid Employee for violation of Section 4
17 of the IWC Wage Orders in the amount of \$50 for the initial violation and \$100 for subsequent
18 violations during each relevant pay period when Defendants failed wages for all hours worked.
19 These violations also give rise to violations of Labor Code §§ 203 and 226.

20 65. Defendants have the ability to pay minimum wages for all time worked and have
21 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
22 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

23 66. Additionally, under California Labor Code § 2810.3, Pernod Ricard shares with Bolt
24 Staffing, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
25 Pernod Ricard for their collective failure to pay all earned wages. California Labor Code § 2810.3
26 requires that “A client employer shall share with a labor contractor all civil legal responsibility and
27 civil liability for all workers supplied by that labor contractor for...the payment of wages.” A “labor
28 contractor” (here, e.g., Bolt Staffing) is defined as “an individual or entity that supplies, either with

1 or without a contract, a client employer with workers to perform labor within the client employer's
2 usual course of business.” “Client employer” (here Pernod Ricard) is defined as “a business entity,
3 regardless of its form, that obtains or is provided workers to perform labor within its usual course of
4 business from a labor contractor.” Upon information and belief, Defendant Pernod Ricard is and has
5 been a client employer within the definition of Labor Code § 2810.3 and shares with Bolt Staffing,
6 the labor contractor, all civil legal responsibility and civil liability for the payment of all wages
7 earned by Plaintiffs and the Class Members. Pernod Ricard is a joint employer of Plaintiff and some
8 of the Class Members with Bolt Staffing, including for the reasons set forth above. Pernod Ricard
9 also directly hires some Class members, including Plaintiff, who were subject to similar policies and
10 practices as those Employees placed with Pernod Ricard by Bolt Staffing.

11 67. Wherefore, Plaintiff and the Employee Class members are entitled to recover the
12 unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal
13 to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs
14 of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of the Class
15 further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as
16 the assessment of any statutory and/or civil penalties against Defendants, in a sum as provided by the
17 California Labor Code, including § 558, and/or other applicable statutes. To the extent minimum
18 wage compensation is determined to be owed to the Class members who have terminated their
19 employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these
20 individuals are also be entitled to waiting time penalties under California Labor Code § 203, which
21 penalties are sought herein on behalf of these Class members. Defendants’ failure to timely pay all
22 wages owed also violated Labor Code § 204 for failure to pay all wages owed twice monthly, and
23 resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage
24 statements. Defendants’ conduct as alleged herein was willful, intentional and not in good faith.
25 Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 69. California Labor Code § 1194 provides that “any employee receiving less than the
7 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
8 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
9 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
10 may be maintained directly against the employer in an employee’s name without first filing a claim
11 with the Division of Labor Standards and Enforcement.

12 70. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
13 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
14 Industrial Welfare Commission) by failing to pay Employees for all their hours worked, including:
15 (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a
16 workday or in excess of forty hours in any workweek or for the first eight hours worked on the
17 seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in
18 excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh
19 day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for
20 all hours worked, including by requiring off the clock work, as addressed above, and by under-
21 reporting actual hours worked. With work shifts generally being scheduled for eight hours or more,
22 this unpaid off the clock work resulted in Plaintiff and the Class members working past eight hours
23 on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

24 71. Defendants thus had a consistent policy of not paying Employees wages for all hours
25 worked, including hours at their required regular, overtime, and double-time rates. Defendants, and
26 each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain
27 employees’ hours, including Plaintiff’s, and/or required Plaintiff and the Class members to do so, or
28 otherwise caused them to work off the clock to avoid paying Plaintiff and the Class members all

1 earned and owed straight time and overtime wages and other benefits, in violation of the California
2 Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth
3 by the Division of Labor Standards and Enforcement.

4 72. Defendants have also violated these provisions by requiring Plaintiff and other
5 similarly situated non-exempt employees to work through meal periods when they were required to
6 be clocked out or to otherwise work off the clock to complete their daily job duties. Based on
7 information and belief, Defendants did not make available to Employees a reasonable protocol for
8 correcting time records when Employees worked overtime hours or to fix incorrect time entries or
9 those that Defendants unlawfully under-recorded to the Employee's detriment.

10 73. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
11 regular wages owed and overtime compensation for all hours worked, as required by California law,
12 violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable IWC
13 Wage Order, and is therefore unlawful.

14 74. Additionally, Labor Code § 558(a) provides "any employer or other person acting on
15 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
16 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
17 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
18 pay period for which the employee was underpaid in addition to an amount sufficient to recover
19 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
20 employee for each pay period for which the employee was underpaid in addition to an amount
21 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to
22 the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in this section
23 are in addition to any other civil or criminal penalty provided by law." Defendants have violated
24 provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.
25 Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor Code § 558.

26 75. Defendants' failure to pay compensation in a timely fashion also constituted a
27 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
28 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that

1 provision of the California Labor Code, Defendants have failed to pay all wages and overtime
2 compensation earned by Employees. Each such failure to make a timely payment of compensation to
3 Employees constitutes a separate violation of California Labor Code § 204.

4 76. Employees have been damaged by these violations of California Labor Code §§ 204
5 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under Labor
6 Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100
7 for causing Employees “to work for longer hours than those fixed, or under conditions of labor
8 prohibited by an order of the commission” or if the employer pays “a wage less than the minimum
9 fixed by an order of the commission” or “violates...any provision of this chapter or any order or
10 ruling of the commission.”

11 77. Additionally, under California Labor Code § 2810.3, Pernod Ricard shares with Bolt
12 Staffing, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
13 Pernod Ricard for their collective failure to pay all earned wages. California Labor Code § 2810.3
14 requires that “A client employer shall share with a labor contractor all civil legal responsibility and
15 civil liability for all workers supplied by that labor contractor for...the payment of wages.” A “labor
16 contractor” (here, e.g., Bolt Staffing) is defined as “an individual or entity that supplies, either with
17 or without a contract, a client employer with workers to perform labor within the client employer's
18 usual course of business.” “Client employer” (here Pernod Ricard) is defined as “a business entity,
19 regardless of its form, that obtains or is provided workers to perform labor within its usual course of
20 business from a labor contractor.” Upon information and belief, Defendant Pernod Ricard is and has
21 been a client employer within the definition of Labor Code § 2810.3 and shares with Bolt Staffing,
22 the labor contractor, all civil legal responsibility and civil liability for the payment of all wages
23 earned by Plaintiffs and the Class Members. Pernod Ricard is a joint employer of Plaintiff and other
24 Class Members, with Bolt Staffing, including for the reasons set forth above.

25 78. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
26 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
27 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all
28 their unpaid wages and overtime compensation for all their hours worked, with interest, plus their

1 reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against
2 Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other
3 statutes.

4 **THIRD CAUSE OF ACTION**

5 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

6 **(Against All Defendants)**

7 79. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 80. Employees regularly worked shifts greater than five hours and in some instances,
10 greater than ten hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC Wage
11 Order, an employer may not employ someone for a shift of more than five hours without providing
12 him or her with a meal period of not less than thirty minutes or for a shift of more than ten hours
13 without providing him or her with a second meal period of not less than thirty minutes.

14 81. Defendants failed to provide Employees with meal periods as required under the
15 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required to
16 work or to otherwise remain under Defendants' control during meal periods, or Defendants provided
17 them after Employees worked beyond the fifth hour of their shifts or Employees otherwise had them
18 shortened and interrupted by work demands and requirements to remain under Defendants' control.
19 Furthermore, upon information and belief, on the occasions when Employees worked more than ten
20 hours in a given shift, they did so without receiving a second uninterrupted thirty-minute meal period
21 as required by law.

22 82. Defendants thus failed to provide Plaintiff and the Class members with meal periods
23 as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by
24 not providing them with the opportunity to take meal breaks, by providing them late or for less than
25 thirty minutes, or by requiring them to perform work during breaks.

26 83. Moreover, Defendants failed to compensate Employees for each meal period not
27 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
28 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee

1 a meal period in accordance with this section, the employer shall pay the employee one hour of pay
2 at the employee's regular rate of compensation for each workday that the meal period is not
3 provided. Defendants failed to compensate the Employees in the Class for each meal period not
4 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
5 of the applicable IWC Wage Orders. To the extent Defendants did pay any meal period premium,
6 upon information and belief they also failed to include all forms of remuneration, including bonuses,
7 in the regular rate used to calculate and pay the premium.

8 84. Upon information and belief, Defendant Pernod Ricard is and has been a client
9 employer within the definition of Labor Code § 2810.3. Therefore, Bolt Staffing, the labor
10 contractor, must share all civil legal responsibility and civil liability for the payment of all wages
11 earned by Plaintiff and the Class Members, with Pernod Ricard, including the premium penalty
12 wages owed for Defendants' failure to provide meal periods.

13 85. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
14 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal to
15 one hour of wages at their effective hourly rates of pay for each meal period not provided or
16 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory penalties
17 against the Defendants, and each of them, in a sum as provided by the Labor Code and other statutes
18 and applicable IWC Wage Order paragraphs.

19 **FOURTH CAUSE OF ACTION**

20 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

21 **(Against All Defendants)**

22 86. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 87. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
25 that employers must authorize and permit all employees to take rest periods at the rate of ten
26 minutes net rest time per four work hours.

27 88. Employees consistently worked consecutive four hour shifts and were generally
28 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and

1 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
2 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for each
3 consecutive four hour shift, and Defendants failed to provide Employees with timely rest breaks of
4 not less than ten minutes for each consecutive four hour shift. Employees were often required to
5 work or to otherwise remain under Defendants' control during rest periods, and had breaks
6 provided untimely as a result of the above described off the clock work. Plaintiff and the Class
7 members were also not permitted to leave their work premises during rest breaks.

8 89. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders
9 provide that if an employer fails to provide an employee rest period in accordance with this section,
10 the employer shall pay the employee one hour of pay at the employee's regular rate of
11 compensation for each workday that the rest period is not provided.

12 90. Defendants, and each of them, have therefore intentionally and improperly denied
13 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
14 paragraph 12 of the applicable IWC Wage Orders.

15 91. Defendants failed to authorize and permit Plaintiff and the Class members to take
16 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
17 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed to
18 provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12
19 and 20 of the applicable IWC Wage Orders. To the extent Defendants did pay any rest break
20 premium, upon information and belief they also failed to include all forms of remuneration,
21 including bonuses, in the regular rate used to calculate and pay the premium.

22 92. Upon information and belief, Defendant Pernod Ricard is and has been a client
23 employer within the definition of Labor Code § 2810.3. Therefore, Bolt Staffing, the labor
24 contractor, must share all civil legal responsibility and civil liability for the payment of all wages
25 earned by Plaintiff and the Class Members, with Pernod Ricard, including the premium penalty
26 wages owed for Defendants' failure to provide rest breaks.

27 93. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
28 applicable IWC Wage Orders, Employee Class members are entitled to damages in an amount equal

1 to one (1) hour of wages at their effective hourly rates of pay for each day worked without the
2 required rest breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties
3 against Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

4 **FIFTH CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE § 226(a)**

6 **(Against All Defendants)**

7 94. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 95. California Labor Code § 226(a) requires an employer to furnish each of his or her
10 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
11 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
12 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
13 the employee's wages; or, if wages are paid by cash or personal check, these statements may be
14 given to the employee separately from the payment of wages; in either case the employer must give
15 the employee these statements twice a month or each time wages are paid.

16 96. Defendants also failed to provide Plaintiff and the similarly situated Employee Class
17 members with accurate itemized wage statements in writing, as required by the Labor Code and
18 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements given to
19 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
20 including by failing to pay for all overtime hours worked at the correct rate of pay and for providing
21 deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have
22 known were owed to the Employees, as alleged above.

23 97. In view of the above addressed violations, Defendants have also failed to pay all
24 wages owed to Plaintiff and the Class members twice monthly in accordance with the
25 requirements of Labor Code § 204 or timely under Labor Code § 201.3. Defendants have also
26 failed to comply with the requirements of Labor Code § 226(a) for items that must be included on
27 wage statements issued to temporary employees, and upon information and belief also failed to
28 comply with Labor Code § 201.3 by failing to timely pay all wages and failing to list all required

1 items of information on wage statements provided to employees.

2 98. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff
3 and the Class members, upon each payment of wages, itemized statements accurately showing: (1)
4 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
5 earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages
6 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
7 employee and only the last four digits of his or her social security number or an employee
8 identification number other than a social security number, (8) the name and address of the legal
9 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code
11 § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements.
12 Defendants knowingly and intentionally failed to provide Plaintiff and the Class members with such
13 timely and accurate wage and hour statements. Upon information and belief, Defendants also failed
14 to accurately list the actual entity that is and was the employer of Plaintiff and the Class members on
15 wage statements provided to them.

16 99. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
17 and intentional failure to provide them with the wage and hour statements as required by law and are
18 presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
19 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
20 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
21 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the wage
22 statement alone one or more of the following: (i) The amount of the gross wages or net wages paid
23 to the employee during the pay period or any of the other information required to be provided on the
24 itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii)
25 Which deductions the employer made from gross wages to determine the net wages paid to the
26 employee during the pay period, (iii) The name and address of the employer and, (iv) The name of
27 the employee and only the last four digits of his or her social security number or an employee
28 identification number other than a social security number. For purposes of Labor Code § 226(e)

1 “promptly and easily determine” means a reasonable person [i.e. an objective standard] would be
2 able to readily ascertain the information without reference to other documents or information.

3 100. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
4 are required “to pay each employee, on the established payday for the period involved, not less than
5 the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code §
6 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under
7 conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members may
8 therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of
9 the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC
10 Wage Orders.

11 101. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code §
12 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
13 Class suffered injuries, including among other things confusion over whether they received all wages
14 owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to
15 make mathematical computations to analyze whether the wages paid in fact compensated them
16 correctly for all hours worked.

17 102. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
18 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
19 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
20 hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate
21 penalty of four thousand dollars (\$4,000) under Section 226(e), and are entitled to recover further
22 penalties pursuant to paragraphs 4(B) and 20 of the applicable IWC Wage Orders. They are also
23 entitled to an award of costs and reasonable attorneys’ fees.

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SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

103. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

104. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

105. Defendants unlawfully received and/or collected wages from the Employees in the Class by implementing a policy understating the hours worked by Employees, by requiring off the clock work and by failing to pay overtime and premiums at the required and correctly calculated regular rate, and by automatically deducting time for meal periods when they were not lawfully provided, as alleged above.

106. As a direct and proximate cause of the unauthorized deductions, Employees have been damaged, in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

107. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

108. Labor Code § 204 instructs that: “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 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.”

1 Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for
2 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
3 following the close of the payroll period.” As detailed above, Defendants maintained a consistently
4 applied policy and practice of not paying all wages earned between the 1st and 15th days of a month
5 between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of
6 the month between the 1st and 10th day of the following month. This included failing to pay all wages
7 due and owing to Plaintiff and the Class members for all hours they worked and failing to pay all
8 wages earned by not more than seven calendar days following the close of the payroll period.

9 109. All wages due and owing to Plaintiff and the Class members, including as required
10 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
11 required by Labor Code § 1194 and other sections became due and payable to each employee in each
12 pay period that he or she was not provided with a meal period or rest period or paid straight or
13 overtime wages to which he or she was entitled.

14 110. Defendants violated Labor Code § 204 by systematically refusing to timely pay
15 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
16 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
17 payday for the period involved, not less than the applicable minimum wage for all hours worked in
18 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
19 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
20 Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor
21 Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under
22 paragraph 20 of the applicable IWC Wage Orders.

23 111. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
24 represent have been deprived of wages in amounts to be determined at trial, and they are entitled to
25 recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to
26 Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC Wage
27 Orders.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

112. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

113. Plaintiff and numerous Class members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

114. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two hours of resignation, as addressed in detail above.

115. The wages withheld from these Employees by Defendants remained due and owing for more than thirty days from the date of separation from employment.

116. Defendants failed to pay Plaintiff and the Class members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off the clock work or by unlawfully under-recording time entries to the detriment of Employees and failing to pay Employees at the correctly calculated rate for overtime, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

117. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay 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, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Also, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer hours than those fixed, or

1 under conditions of labor prohibited by an order of the commission” or if the employer pays “a wage
2 less than the minimum fixed by an order of the commission” or “violates...any provision of this
3 chapter or any order or ruling of the commission.”

4 118. Upon information and belief, Defendant Pernod Ricard is and has been a client
5 employer within the definition of Labor Code § 2810.3. Therefore, Bolt Staffing, the labor
6 contractor, must share all civil legal responsibility and civil liability for the payment of all wages
7 earned by Plaintiff and the Class Members, with Pernod Ricard, including the failure to pay all
8 wages due and owing upon termination or separation from Defendants’ employment.

9 119. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
10 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of the
11 IWC Wage Orders as addressed above, including the requirement that an employee’s wages shall
12 continue until paid for up to thirty (30) days from the date they were due.

13 **NINTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

15 **(Against All Defendants)**

16 120. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 121. Plaintiff is informed and believes and based thereon alleges that throughout the period
19 applicable, Defendants required Plaintiff and the Class members to pay for necessary work related
20 expenses they incurred. Defendants required Plaintiff and the Class members to use their cellular
21 phones to conduct work related business, a as well as uniform maintenance whereby Plaintiff and
22 Class Members laundered their company shirts with the company logo without compensation as
23 addressed above. Plaintiff and the Class members must be reimbursed for these necessary business
24 expenses under Labor Code § 2802 and Defendants systematically failed to do so.

25 122. Defendants thus followed a uniform policy and practice of failing to reimburse
26 Employees for these necessary work related expenses or losses incurred in direct discharge of their
27 job duties during employment with Defendants and at the direction of the Defendants pursuant to
28 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

1 123. Defendants' knowing and willful failure to reimburse lawful necessary work related
2 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
3 things, Defendants did not inform employees of their right to be reimbursed for those work related
4 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard to
5 their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
6 necessary expenses was an expected and essential function of their employment with Defendants and
7 that failure to incur those expenses would have adverse consequences on their employment.

8 124. Therefore, Plaintiff and the Class members are entitled to reimbursement for any and
9 all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the
10 applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed by
11 Defendants, as well as accrued interest on those expenses that were not reimbursed from the date
12 Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the Class members
13 are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

14 **TENTH CAUSE OF ACTION**

15 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

16 **(Against All Defendants)**

17 125. Plaintiff re-alleges and incorporates all preceding paragraphs, as though
18 set forth in full herein.

19 126. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
20 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
21 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
22 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
23 the public interest within the meaning of Code of Civil Procedure § 1021.5.

24 127. Plaintiff is a "person" within the meaning of Business & Professions Code
25 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
26 relief, restitution, and other appropriate equitable relief.

27 128. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
28 business practices. By the conduct alleged herein, Defendants' practices were deceptive and

1 fraudulent in that Defendants' policy and practice failed to provide the required amount of
2 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
3 Class members for all hours worked, due to systematic business practices as alleged herein that
4 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
5 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
6 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
7 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

8 129. Wage-and-hour laws express fundamental public policies. Paying employees their
9 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
10 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
11 vigorously to enforce minimum labor standards, to ensure that employees are not required or
12 permitted to work under substandard and unlawful conditions, and to protect law-abiding
13 employers and their employees from competitors who lower costs to themselves by failing to
14 comply with minimum labor standards.

15 130. Defendants have violated statutes and public policies. Through the conduct alleged
16 in this Complaint Defendants have acted contrary to these public policies, have violated specific
17 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
18 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
19 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
20 guaranteed to all employees under the law.

21 131. Defendants' conduct, as alleged above, constitutes unfair competition in violation
22 of the Business & Professions Code § 17200 *et seq.*

23 132. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
24 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
25 reasonable care should have known that their conduct was unlawful; therefore their conduct
26 violates the Business & Professions Code § 17200 *et seq.*

27 133. By the conduct alleged herein, Defendants have engaged and continue to engage in
28 a business practice which violates California and federal law, including but not limited to, the

1 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
2 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court
3 should issue declaratory and other equitable relief pursuant to California Business & Professions
4 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
5 competition, including restitution of wages wrongfully withheld.

6 134. As a proximate result of the above-mentioned acts of Defendants, Employees have
7 been damaged, in a sum to be proven at trial.

8 135. Unless restrained by this Court, Defendants will continue to engage in such
9 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
10 should make such orders or judgments, including the appointment of a receiver, as may be
11 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
12 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
13 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
14 have unlawfully failed to pay.

15 **ELEVENTH CAUSE OF ACTION**

16 **SE OF ACTION**

17 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

18 **(Against All Defendants)**

19 136. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 137. Plaintiff and the Employees in the Class are also aggrieved employees as defined
22 under Labor Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and
23 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
24 period.

25 138. In failing to pay Aggrieved Employees minimum wages and overtime, not
26 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
27 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
28 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required

1 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
2 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
3 paragraph 7 of the applicable IWC Wage Orders.

4 139. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
5 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,
6 including the penalty provisions, without limitation, based, inter alia, on the following California
7 Labor Code sections: 201, 201.3, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.7, 510, 511, 512,
8 558, 1174, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698 *et seq.*, and 2802.

9 140. More specifically, after complying with the notice procedures of Labor Code §
10 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
11 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-
12 addressed underlying claims and seeking penalties as specified by the applicable corresponding
13 provisions, including as follows:

14 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned
15 regular pay and minimum wages for regular hours worked and for failure to pay overtime premium
16 wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and 1198, and
17 paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil
18 and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558,
19 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to
20 Labor Code § 2699(k)(1);

21 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
22 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
23 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
24 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
25 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
26 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
27 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
28 pursuant to Labor Code § 2699(k)(1);

1 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
2 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
3 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
4 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
5 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
6 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
7 and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by
8 providing inaccurate wage statements and failing to maintain records as required under Labor
9 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
10 Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a
11 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
12 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
13 citation, ...";

14 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
15 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
16 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
17 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
18 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
19 § 2699(k)(1);

20 (e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For
21 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the
22 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
23 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil
24 penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5,
25 and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and
26 costs pursuant to Labor Code § 2699(k)(1); and

27 (f) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections: For
28 any above addressed violation of the applicable provisions of the IWC Wage Orders, each of

1 which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking
2 penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the
3 applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §
4 2699(k)(1).

5 141. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
6 seeks the penalties and remedies set forth in Labor Code § 558, which states:

7 (a) Any employer or other person acting on behalf of an employer who violates, or causes
8 to be violated, a section of this chapter or any provision regulating hours and days of work in any
9 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For
10 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
11 which the employee was underpaid in addition to an amount sufficient to recover underpaid
12 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
13 employee for each pay period for which the employee was underpaid in addition to an amount
14 sufficient to recover underpaid wages...

15 , one hundred dollars (\$100) for each underpaid employee for each pay period for which the
16 employee was underpaid in addition to an amount sufficient to recover underpaid wages...

17 (b) If upon inspection or investigation the Labor Commissioner determines that a person
18 had paid or caused to be paid a wage for overtime work in violation of any provision of this
19 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
20 Commission, the Labor Commissioner may issue a citation. The procedures for issuing,
21 contesting, and enforcing judgments for citations or civil penalties issued by the Labor
22 Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.
23 same as those set out in Section 1197.1.

24 (c) The civil penalties provided for in this section are in addition to any other civil or
25 criminal penalty provided by law.

26 142. Plaintiff has exhausted her administrative remedies by submitting a certified letter
27 to the LWDA and Defendants on June 20, 2024 (LWDA-CM-1035300-24) addressing in detail
28 the specific provisions of the Labor Code Defendants have violated and addressing the facts and

1 legal theories to support the alleged violations and requested penalties. The LWDA has not
2 provided notice of its intent to investigate the alleged violations within 65 calendar days of the
3 postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the
4 violations addressed herein and in the PAGA Notice letter and the original Complaint.

5 **RELIEF REQUESTED**

6 WHEREFORE, Plaintiff prays for the following relief:

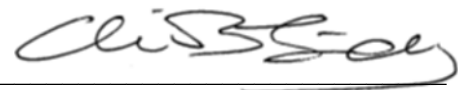
- 7 1. For an order certifying this action as a class action;
- 8 2. For compensatory damages in the amount of the unpaid minimum wages for work
9 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
10 the filing of this action, as may be proven;
- 11 3. For liquidated damages in the amount equal to the unpaid minimum wage and
12 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 13 4. For compensatory damages in the amount of all unpaid wages, including overtime
14 and double-time pay, as may be proven;
- 15 5. For compensatory damages in the amount of the hourly wage made by Employees
16 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
17 years prior to the filing of this action, as may be proven;
- 18 6. For compensatory damages in the amount of the hourly wage made by Employees
19 for each day requisite rest breaks were not provided or were deficiently provided where no
20 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
21 be proven;
- 22 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 23 8. For restitution and/or damages and penalties for Defendants' failure to pay all
24 wages due twice monthly under Labor Code § 204, as may be proven;
- 25 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
26 for all class members in violation of Labor Code § 221, as may be proven;
- 27 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
28 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

11. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
12. For penalties pursuant to Labor Code § 2698, *et seq.*, as may be proven;
13. For penalties under Labor Code § 558, as may be proven;
14. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
15. For other wages and penalties under the Labor Code as may be proven;
16. For all general, special, and incidental damages as may be proven;
17. For an award of pre-judgment and post-judgment interest;
18. For an award providing for the payment of the costs of this suit;
19. For an award of attorneys' fees; and
20. For such other and further relief as this Court may deem proper and just.

DATED: August 27, 2024

D.LAW, INC.

By



Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Janine Nelton-Quillopo
and all others similarly situated

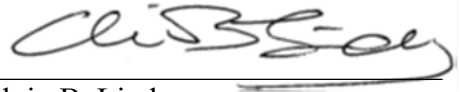
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: August 27, 2024

D.LAW, INC.

By



Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Janine Nelton-Quillopo
and all others similarly situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

On August 27, 2024, I served the foregoing: **FIRST AMENDED CLASS ACTION COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

David R. Ongaro
dongaro@ongaropc.com
Darin K. Jones
djones@ongaropc.com
ONGARO PC
1604 Union Street
San Francisco, CA 94123

*Attorneys for Defendants,
Bolt Staffing Service, Inc.*

Douglas Johnston
Douglas.Johnston@jacksonlewis.com
Amanda Almeda Sison
Amanda.Sison@jacksonlewis.com
Jackson Lewis P.C.
50 California Street., 9th Floor
San Francisco, CA 94111

*Attorneys for Defendants,
Pernod Ricard USA, LLC*

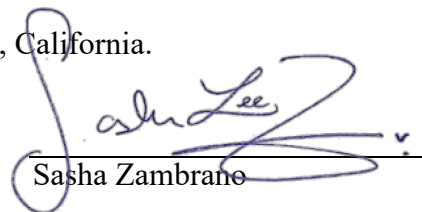
☒ **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☒ **(COURTESY COPY BY ELECTRONIC TRANSMISSION)** by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☒ **(STATE)** I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 27, 2024, at Glendale, California.


Sasha Zambrano