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15 **SUPERIOR COURT OF CALIFORNIA**  
16 **COUNTY OF YOLO**

17 YANET CHAVEZ, individuals, on behalf of  
18 herself and others similarly situated, and on  
19 behalf of Aggrieved Employees and the State of  
20 California as Private Attorney General,

21 Plaintiff,

22 vs.

23 TARGET CORPORATION, AND DOES 1 TO  
24 50,  
25 Defendant.

26 ,

ELECTRONICALLY FILED  
by Superior Court of CA,  
County of Yolo,  
on 4/2/2025 7:31 PM  
By: M. Narvaez, Deputy

CASE NO. CV2024-2516

**FIRST AMENDED CLASS ACTION &  
PAGA COMPLAINT**

1. Failure to Pay Premium Wages for Unprovided Recovery Periods;
2. Failure to Provide Recovery Periods in Violation of Labor Code §§ 226.7;
3. Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code §§ 226, 226.3, 1174;
4. Failure to Pay Waiting Time Penalties in Violation of Labor Code §§ 201, 202, 203;
5. Failure to Implement Heat Prevention & Maintain Legal Temperature Controls;
6. Unfair Business Practices in Violation of Cal. Bus. & Prof Code §§ 17200, *et seq.*
7. Enforcement of the Private Attorneys General Act of 2004

**DEMAND FOR JURY TRIAL &  
UNJUNCTIVE RELIEF**

1 Plaintiff, Yanet Chavez (hereinafter, “Plaintiff”), individually, and on behalf of herself and  
2 all others similarly situated, on behalf of Aggrieved Employees and the State of California as Private  
3 Attorney General brings this First Amended Class Action and PAGA complaint (“Complaint”)  
4 against defendant, Target Corporation, a Minneapolis corporation, (collectively, “Defendant” or  
5 “Target”), and alleges as follows:

### 6 **INTRODUCTION**

7 1. This is a class action brought on behalf of Plaintiff and the class she seeks to represent  
8 (“Class” or “Class Members”). The Class consists of all current and former non-exempt employees  
9 employed by Defendant in the State of California during the four (4) years prior to the filing of this  
10 class action until class certification (“Class Period”) who were employed in Target’s California  
11 Distribution Centers on or after December 11, 2023.

12 2. Plaintiff, individually and on behalf of the Class Members, seeks relief against  
13 Defendant due to Defendant’s violations of the applicable Industrial Welfare Commission (“IWC”)  
14 Wage Orders, Code of Regulations, and Labor Code, including:

- 15 A. Failure to Pay Premium Wages for Unprovided Recovery Periods;
- 16 B. Failure to Provide Recovery Periods in Violation of Labor Code §§ 226.7;
- 17 C. Failure to Provide Accurate Itemized Wage Statements in Violation of  
18 Labor Code §§ 226, 226.3, 1174;
- 19 D. Failure to Pay Waiting Time Penalties in Violation of Labor Code §§ 201,  
20 202, 203;
- 21 E. Failure to Implement Heat Prevention & Maintain Legal Temperature  
22 Controls;
- 23 F. Unfair Business Practices in Violation of Cal. Bus. & Prof Code §§ 17200,  
24 *et seq.*
- 25 G. Enforcement of the Private Attorneys General Act of 2004

26 3. At all relevant times herein, Defendant have consistently maintained and enforced  
27 against Plaintiff and Class Members the unlawful practices and policies set forth herein.

28 4. Plaintiff seeks injunctive and monetary relief against Defendant on behalf of herself

1 and the putative Class to recover, among other things, unpaid wages, liquidated damages, restitution,  
2 interest, attorneys' fees, costs, and penalties pursuant to Labor Code sections 201-204, 206, 208,  
3 226, 226.7, 432, 1182.12, 1194, 1194.2, 1197, 1198, 1198.5, 2100-2112, and Code of Civil  
4 Procedure section 1021.5.

### 5 **PARTIES**

6 5. Plaintiff is a California citizen and resides in YOLO County, California. Defendant  
7 employed Plaintiff as a non-exempt, hourly employee during the Class Period.

8 6. Defendant Target Corporation., is incorporated in Minneapolis. Target Corporation.  
9 conducts business throughout California, including in YOLO County, among other locations.  
10 Target Corporation. owns and operates delivery, warehouse, and servicing centers throughout  
11 California, including the center in which it employed Plaintiff and is a covered employer pursuant  
12 to Labor Code §§ 2100 *et seq.*

### 13 **JURISDICTION AND VENUE**

14 7. This Court has jurisdiction over this action pursuant to the California Constitution,  
15 Article VI, section 10 and Code of Civil Procedure section 410.10. All claims alleged herein arise  
16 under California law for which Plaintiff seeks relief authorized by California law.

17 8. Plaintiff brings this action pursuant to Code of Civil Procedure section 382. The relief  
18 and monetary damages, restitution, penalties, and other amounts Plaintiff seeks exceed the minimal  
19 jurisdictional limits of the Superior Court.

20 9. This Court has personal jurisdiction over Defendant because Target Corporation and  
21 maintains a principal place of business is in California and Defendant, on information and belief,  
22 have sufficient minimum contacts in YOLO California, or otherwise intentionally avail herself of  
23 the California market so as to render the exercise of jurisdiction over them by the California courts  
24 consistent with traditional notions of fair play and substantial justice.

25 10. Venue is proper in this Court under Code of Civil Procedure sections 395(a) and  
26 395.5 because, on information and belief, Defendant reside, transact business, maintain offices,  
27 and/or have an agent or agents in this county, and the acts and omissions alleged herein took place  
28 in this county.

1           11. This Court is an appropriate venue for this action under Code of Civil Procedure  
2 sections 395 and 395.5 because the acts that give rise to the causes of action alleged herein occurred  
3 in the County of YOLO and throughout the State of California. Plaintiff hereby designates the  
4 County of YOLO, State of California as the place of proper venue. This Court has personal  
5 jurisdiction over Defendant because Defendant resides in, is incorporated in, has its main place of  
6 business in, and/or conducts business in the State of California, and a substantial portion of the  
7 acts, omissions, events, and transactions constituting the causes of action alleged herein occurred  
8 within the State of California, and more specifically, in the County of YOLO. (See Code of Civil  
9 Procedure section 410.10).

10           12. This Court has subject matter jurisdiction over the causes of action alleged in this  
11 Complaint because the Court is a court of general subject matter jurisdiction and is not otherwise  
12 excluded from exercising subject matter jurisdiction over said causes of action.

13           13. The State of California, YOLO County, has jurisdiction in this matter because the  
14 individual claims are under the seventy-five thousand dollars (\$75,000.00) individual jurisdictional  
15 threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal  
16 court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are  
17 based solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of  
18 Civil Procedure and Rules of Court. Thus, the State of California, YOLO Superior Court, maintains  
19 the appropriate jurisdiction to hear this matter.

20           14. Defendant has been sued in numerous lawsuits of violating California Labor Cde  
21 and continues to violate the law intentionally, voluntarily and knowingly. Defendant has made no  
22 effort to become compliant with the Labor Code and has taken no measures to “cure” the claims  
23 and allegations alleged herein.

#### 24                                   **CLASS ALLEGATIONS**

25           15. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on  
26 behalf of herself and all others similarly situated who were injured by Defendant’s violations of the  
27 Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders during  
28 the Class Period.

1           16.     Plaintiff' and Class Members' job duties, at Target Corporation. included a sundry  
2 of warehouse duties subject to production targets and quotas. Under Defendant's quotas, Plaintiff  
3 and putative Class Members are assigned or required to perform at a specified productivity speed,  
4 or perform a quantified number of tasks, or to handle or produce a quantified amount of material,  
5 within a defined time period and under which employees suffer adverse employment actions if they  
6 fail to complete the performance standard for Target Corporation..

7           17.     Plaintiff is informed and believes, and thereon alleges that at all times hereinafter  
8 mentioned, Defendant were and are subject to the Labor Code and IWC Wage Orders as employers,  
9 whose employees were and are engaged throughout this county and the State of California.

10          18.     Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in  
11 all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,  
12 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally  
13 attributable to the other Defendant.

14          19.     Plaintiff is informed and believes, and thereon alleges, that each of the Defendant  
15 directly or indirectly, through agents or other persons or entities, employed or otherwise exercised  
16 control over the wages, hours, and working conditions of Plaintiff and the Class Members.  
17 Furthermore, each of the Defendant in all respects acted as the employer and/or joint employer of  
18 Plaintiff and the Class Members.

19          20.     Plaintiff is informed and believes, and thereon alleges, that each and all of the acts  
20 and omissions alleged herein were performed by, or are attributable to, the Defendant, acting as the  
21 agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the other, within a  
22 common enterprise and legal authority to act on the other's behalf. The acts of any and all Defendant  
23 were in accordance with, and represent, the official policy of Target Corporation

24          21.     At all relevant times, Defendant, and each of them, acted within the scope of such  
25 agency or employment, or ratified each and every act or omission complained of herein. At all  
26 relevant times, Defendant, and each of them, aided and abetted the acts and omissions of each and  
27 all the other Defendant in proximately causing the damages herein alleged.

28          22.     Plaintiff is informed and believes, and thereon alleges, that each of said Defendant is

1 in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions,  
2 occurrences, and transactions alleged herein.

3 23. Plaintiff' proposed Class consists of and is defined as follows:

4 Premium Pay Class

5 All current and former non-exempt employees employed by Defendant in the State  
6 of California within four years prior to the filing of this action to the date of class  
7 certification who were not paid premium wages for unprovided recovery periods.

8 24. Recovery Period Subclass

9 All persons who are employed or have been employed by Defendant in the State of  
10 California who, within the four years of the filing of this Complaint, have worked as  
11 non-exempt employees and were not permitted or provided recovery periods or paid  
12 compensation in lieu thereof.

13 25. Plaintiff also seeks to certify the following Subclass:

14 Waiting Time Subclass

15 All Class Members who separated from their employment with Defendant at any  
16 time within three years prior to the filing of this action to the date of class certification  
17 ("Subclass" or "Waiting Time Subclass").

18 26. Temperature Control Subclass

19 All current and former non-exempt employees employed by Defendant in the State  
20 of California who were subject to unlawful temperature control and heat prevention.

21 27. Members of the Class and Subclasses described above will be collectively referred  
22 to as "Class Members."

23 28. Plaintiff reserves the right to modify or re-define the Class or Subclass(es), establish  
24 additional subclasses, or modify or re-define any class or subclass definition as appropriate based  
25 on investigation, discovery, and specific theories of liability.

26 29. There is a well-defined community of interest in this litigation and the proposed Class  
27 and Subclass are readily ascertainable.

28 30. **Commonality:** This action has been brought and may properly be maintained as a

1 class action under the California Code of Civil Procedure section 382 because there are common  
2 questions of law and fact as to the Class Members that predominate over any questions affecting  
3 only individual members including, but not limited to, the following:

- 4 (a) Whether Defendant's practices and policies violated Labor Code sections 2100-2112  
5 for requiring warehouse employees to meet excessive and unlawful quotas thereby  
6 preventing them from complying with rest, recovery and meal periods, their ability  
7 to use restroom facilities;
- 8 (b) Whether Defendant's quotas contributed to employee's workplace injuries;
- 9 (c) Whether Defendant's quotas exposed employees to safety hazards;
- 10 (d) Whether Defendant Plaintiff and Class Members were under the control of  
11 Defendant during recovery periods;
- 12 (e) Whether Defendant provided Plaintiff and Class Members with compliant recovery  
13 periods or paid compensation in lieu thereof;
- 14 (f) Whether Defendant have a common policy and/or practice of failing to keep and  
15 maintain accurate records subject to Labor Code §§ 226, 1198.5, and/or 432;
- 16 (g) Whether Defendant quotas changed on a daily, weekly, monthly, seasonal or other  
17 basis;
- 18 (h) Whether Defendant have a common policy and/or practice of lawfully complying  
19 with Labor Code § 2104;
- 20 (i) Whether Defendant have a common policy and/or practice of providing specific  
21 written quota disclosures as required pursuant Labor Code §§ 2100 *et. seq.*;
- 22 (j) Whether Defendant failed to provide Plaintiff and Class Members with accurate  
23 itemized wage statements;
- 24 (k) Whether Defendant in the State of California violated California's temperature  
25 control and heat illness prevention laws;
- 26 (l) Whether Defendant failed to timely pay the Plaintiff and Class Members all wages  
27 due immediately upon termination or within 72 hours of resignation;
- 28 (m) Whether Defendant's conduct was willful or reckless; and,

1 (n) Whether Defendant engaged in unfair business practices in violation of Business and  
2 Professions Code §§ 17200, *et seq.*

3 31. There is a well-defined community of interest. Plaintiff and Class Members have  
4 suffered common injuries as a result of Defendant's systemic employment policies and practices.  
5 Looking to Defendant's employment policies and practices, the Court can adjudicate the lawfulness  
6 of those policies and practices on a class-wide basis, according to proof, and issue an award to  
7 Plaintiff and Class Members accordingly. Answers to common questions raised in this Complaint  
8 will advance resolution of each individual Class Member's claims.

9 32. **Numerosity:** The Class Members are so numerous that joinder of all members is  
10 impracticable. Although the members of the entire Class and Subclasses are unknown to Plaintiff  
11 at this time, on information and belief, the class is estimated to be greater than 5000 individuals.

12 33. **Ascertainability:** The identities of the Class Members are readily ascertainable by  
13 inspection of Defendant's employment and payroll records.

14 34. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of  
15 the Class Members because Defendant's failure to comply with the provisions of California's wage  
16 and hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries  
17 sustained by Plaintiff are also typical of the injuries sustained by Class Members because they arise  
18 out of and are caused by Defendant's common course of conduct as alleged herein.

19 35. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of  
20 all Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to  
21 obtain full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys,  
22 as proposed class counsel, are competent and experienced in litigating large employment class  
23 actions and versed in the rules governing class action discovery, certification, and settlement.  
24 Plaintiff incurred and, throughout the duration of this action, will continue to incur attorneys' fees  
25 and costs that have been and will be necessarily expended for the prosecution of this action for the  
26 substantial benefit of the Class Members.

27 36. **Superiority:** The nature of this action makes use of class action adjudication superior  
28 to other methods. A class action will achieve economies of time, effort, and expense as compared

to separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class and Subclasses at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

37. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

## GENERAL ALLEGATIONS

38. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Aggrieved Employees actions provide Aggrieved Employees who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

39. **Background:** At all relevant times mentioned herein, Defendant employed Plaintiff and other persons as non-exempt employees at numerous locations within California. Defendant employed Plaintiff in a non-exempt position during her employment and continues to employ non-exempt employees within California.

40. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendant were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

41. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or should have known they had a duty to comply with California’s “wage & hour” laws. Defendant

1 knew or should have known that it was also subject to the prohibitions of California's Quota laws  
2 applied and Labor Code §§ 2100 *et. seq.*

3 42. Plaintiff is informed and believes, and thereon alleges, that at all times Defendant  
4 were fully cognizant that they failed to maintain the proper temperature controls as required by the  
5 IWC Wage Orders and California law, as such, exposing them to further health and OSHA safety  
6 requirements, prohibited under California quota laws.

7 43. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or  
8 should have known that they imposed systematic quota and production demands on Plaintiff and  
9 Class Members in violation of employees' rights pursuant to Labor Code sections 2100 *et. seq.*  
10 Target Corporation. had a duty to ensure its production demands did not prevent Plaintiff and  
11 Aggrieved Employees from complying with their right to lawful meal periods, rest periods, bathroom  
12 breaks, and/or expose them to safety hazards. Target Corporation. willfully, knowingly, and  
13 intentionally failed to establish legally compliant quotas, placing profits above concern for employee  
14 safety.

15 44. Labor Code §§ 2100 *et. seq.* ARE not subject to the same legal requirements of Labor  
16 Code §§ 226.7, 512 in that the quota laws do not require that Plaintiff or Aggrieved Employees  
17 prove that meal or rest periods are not permitted or provided. California's quota laws are 13 Labor  
18 Code sections that do not depend on whether or not meal and rest periods are permitted or provided.  
19 Labor Code § 2100 *et. seq.* is violated in other meaningful ways, as described below, and sets a  
20 different legal standard than Labor Code §§ 226.7, 512 and the IWC Wage Orders. California's  
21 quota laws were enacted to prevent abuses in the warehouse industry and provide for injunctive  
22 relief and standing for warehouse workers ("covered employees").

23 45. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that  
24 Defendant knew or should have known that Plaintiff and Class Members were entitled to recovery  
25 periods and did not maintain a policy of providing or permitting recovery periods and in fact  
26 discouraged employees from taking recovery periods for cooling down and other safety reasons  
27 including heat prevention as a result of Defendant's unlawful quota demands.

28 46. Plaintiff is informed and believes, and thereon alleges, that during the Class Period,

1 Plaintiff and Class Members regularly worked in excess of eight (8) hours in a workday and/or 40  
2 hours in a workweek and/or in excess of 12 hours in a workday and were entitled to recovery periods  
3 of at least 5 minutes.

4       47.     **Recovery Violations:** Defendant did maintain a policy of providing recovery or  
5 permitted recovery periods or paying premium pay in lieu thereof. Quota and performance demands  
6 were unreasonable and pressured Plaintiff and Class Members to work through breaks including  
7 recovery periods. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or  
8 should have known that Plaintiff and Class Members were entitled to receive recovery periods for  
9 safety, including cooling-down, and heat prevention illness. Defendant, among other reasons,  
10 enacted quotas that prevented Plaintiff and Class Members from taking recovery periods.  
11 Consequently, Plaintiff and Class Members were not authorized or permitted to take recovery  
12 periods which permit employees of a minimum of 5 minutes to “cool down.”. Defendant failed to  
13 pay Plaintiff and Class Members one additional hour of pay at their regular rate of pay when they  
14 did not provide a recovery period. On information and belief, Defendant also failed to provide  
15 recovery periods to Class Members.

16       48.     **Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges, that  
17 Defendant knew or should have known that Plaintiff and Waiting Time Subclass Members who  
18 separated from their employment with Defendant during the statutory period were entitled to timely  
19 payment of all wages due. In violation of the Labor Code, Plaintiff and Waiting Time Class  
20 Members did not receive payment of all wages owed upon separation within the permissible time  
21 period due to, *inter alia*, Defendant’s failure to recovery period premiums to Plaintiff and Class  
22 Members.

23       49.     **Wage Statement Violations:** Plaintiff is informed and believes, and thereon alleges  
24 that Defendant knew or should have known that Plaintiff and Class Members were entitled to  
25 receive complete and accurate wage statements and failed to abide by the requirements of Labor  
26 Code section 226 to pay and record each premium pay and meal and rest period violation which  
27 Defendant tracked and recorded. In violation of the Labor Code and IWC Wage Orders, Plaintiff  
28 and Class Members were not furnished with complete and accurate wage statements that show all

1 of the information required by Labor Code section 226, including, but not limited to, the gross and  
2 net wages earned during the pay period, and the corresponding number of hours worked at each  
3 hourly rate.

4       50.     **California Quota Laws: Labor Code §§ 2100 – 2112:** : At all relevant times,  
5 Defendant had a duty to comply with Labor Code sections 2100 *et seq.* Defendant have willfully  
6 and intentionally violated, among other claims, California’s warehouse workers and quota laws as  
7 alleged below.

8       51.     The quota laws clearly state that “... *an employee cannot be required to meet a quota*  
9 *that prevents compliance with meal or rest breaks, use of bathroom facilities (including reasonable*  
10 *travel time to and from bathrooms), or compliance with occupational health and safety standards.*  
11 *A quota that prevents compliance with meal or rest breaks, use of bathroom facilities, including*  
12 *reasonable travel time to and from bathroom facilities, or occupational health and safety laws in*  
13 *the Labor Code or division standards is unlawful and may not be the basis for an adverse*  
14 *employment action. A quota may be illegal if it directly or indirectly precludes employees from*  
15 *exercising these statutory rights. For example, a quota that requires that employees always be*  
16 *engaged in productive activity during work hours would be unlawful as it would directly prevent*  
17 *employees from taking meal and rest periods and prevent them from using bathroom facilities*  
18 *during work hours or exercising their rights regarding health and safety standards.* Similarly, a  
19 quota may not be so high that if an employee takes meal and rest breaks, goes to the bathroom, or  
20 attempts to exercise their rights under occupational health and safety standards, they will fail to  
21 meet the quota. Such a quota indirectly precludes an employee from exercising these statutory rights  
22 and is also unlawful. An employer cannot take adverse employment action against an employee for  
23 failing to meet an unlawful quota or a quota that has not been disclosed to the employee.” See Lab.  
24 Code § 2102; see Lab. Code § 2103; see DLSE FAQ summary and description of California’s quota  
25 laws at [https://www.dir.ca.gov/dlse/FAQ\\_warehousequotas.htm](https://www.dir.ca.gov/dlse/FAQ_warehousequotas.htm).

26       52.     **Defendant Failed to Disclose Quotas & Enforces Silent Quotas Which Have**  
27 **Not Been Disclosed:** Starting January 1, 2022, Defendant were required to provide each new hire  
28 a written description of each quota the Defendant required Plaintiff and Putative Aggrieved

1 Employees to work under. This includes the number of tasks to be performed or materials that  
2 must be produced or handled within a time period, and any potential adverse employment action  
3 that could result from failing to meet quotas as defined by Labor Code 2100 *et. seq.*

4 53. Plaintiff and Putative Aggrieved Employees routinely worked more than twelve  
5 hours in Defendant's warehouses and logistics centers throughout California and strictly enforced  
6 its unlawful quotas. Defendant knew they had a duty to disclose written quotas in compliance  
7 with California's quota laws and failed to comply with its legal duty despite the advice of its legal  
8 counsel. Defendant implemented silent quota wherein if the quota changed daily, weekly, monthly  
9 or seasonally, Plaintiff and warehouse employees were not advised as required the quota laws. On  
10 information and belief, Defendant monitored and tracked and could predict quota requirements  
11 based on historical data. As such, Defendant could but chose not to adjust labor and/or quotas to  
12 match predictable order flow. Plaintiff and warehouse employees were constantly reprimanded if  
13 they were behind or perceived to be behind on a quota that had not been disclosed to them. They  
14 were frequently told to stay busy.

15 54. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or  
16 should have known they imposed systematic quota and production demands on Plaintiff and  
17 Putative Aggrieved Employees which violated the rights of employees pursuant to Labor Code  
18 sections 2100 *et. seq.* Defendant knows and has known at all times herein referenced that it  
19 requires and required Plaintiff and Putative Aggrieved Employees "...to meet a quota that  
20 prevents compliance with meal or rest breaks, use of bathroom facilities, including reasonable  
21 travel time to and from bathroom facilities, or occupational health and safety laws in the Labor  
22 Code or division standards" in violation of Labor Code 2102.

23 55. ***Illegal Quotas Created Safety/OSHA Risks and/or Increased Injury Rates:*** On  
24 information and belief, hundreds of employees have suffered quota related injuries since January  
25 1, 2022. On information and belief, Defendant's unwritten policy, which is implemented through  
26 supervisors and managers, is to eliminate injured employees. While Defendant sometimes offers  
27 light duty positions and tasks the reality is injured employees were targeted for elimination for one  
28 well known reason: the perception and false belief that injured employees could not meet

1 Defendant's illegal quotas. Ultimately, injured employees are categorized as unproductive  
2 employees and are terminated for "low performance."

3 56. Plaintiff was directly adversely impacted by Defendant unlawful quotas because  
4 she was injured as a direct result of excessive quotas.

5 57. Defendant willfully, knowingly and intentionally failed to establish quotas that did  
6 not harm Plaintiff and Putative Aggrieved Employees in order to increase Defendant's profits  
7 without concern for employee safety. Defendant's quotas required Plaintiff and Putative  
8 Aggrieved Employees, to meet quantified work and production targets and quotas relating to their  
9 warehouse duties.

10 58. ***Defendant's Warehouse Employees are Covered Employees:*** Defendant's is a  
11 covered employer and maintains, implements, and enforces illegal quotas. Plaintiff and Putative  
12 Aggrieved Employees are subject to quotas and are protected by Labor Code section 2100(h)  
13 which states:

14 *"Quota" means a work standard under which an employee is assigned or required to*  
15 *perform at a specified productivity speed, or perform a quantified number of tasks, or to handle or*  
16 *produce a quantified amount of material, within a defined time period and under which the*  
17 *employee **may suffer an adverse employment action if they fail to complete the performance***  
18 ***standard.**"*

19 (Emphasis added)

20 59. Defendant measures, analyzes, stores, evaluates and/or rates warehouse employees'  
21 performance based on employee work speed data and subsequently takes adverse action against  
22 them for failing to meet undisclosed quotas. Labor Code section 2100 states:

23  
24 ***(e)(1) "Employee work speed data" means information an employer collects, stores,***  
25 ***analyzes, or interprets relating to an individual employee's performance of a quota,***  
26 ***including, but not limited to, quantities of tasks performed, quantities of items or materials***  
27 ***handled or produced, rates or speeds of tasks performed, measurements or metrics of***  
28 ***employee performance in relation to a quota, and time categorized as performing tasks or***

1 **not performing tasks.**(2) "Employee work speed data" does not include qualitative  
2 performance assessments, personnel records, or itemized wage statements pursuant to  
3 Section 226, except for any content of those records that includes employee work speed  
4 data as defined in this part. "  
5 (emphasis added)

6 60. Defendant stores, tracks, and analyzes employees' speed data to measure  
7 performance and take adverse employment action against employees in violation of Labor Code §  
8 2102, which states:

9 ***Section 2102 - Employees not required to meet improper quotas***

10 *An employee shall not be required to meet a quota that prevents compliance with meal or*  
11 *rest breaks, use of bathroom facilities, including reasonable travel time to and from*  
12 *bathroom facilities, or occupational health and safety laws in the Labor Code or division*  
13 *standards. An employer shall not take adverse employment action against an employee for*  
14 *failure to meet a quota that does not allow a worker to comply with meal and rest breaks,*  
15 *or occupational health and safety laws in the Labor Code or division standards, or for*  
16 *failure to meet a quota that has not been disclosed to the employee pursuant to Section*  
17 *2101.*

18 61. Plaintiff and Putative Aggrieved Employees, as alleged throughout this complaint,  
19 were required to meet excessive quotas. Defendant could comply with the law by complying with  
20 the law and refuse to do so. Defendant claim they do not have, maintain, implement, or require  
21 quotas of any of its warehouse employees.

22 62. ***Defendant Changes Quotas Regularly and Fail to Disclose New Quotas:***

23 Defendant failed to advise and/or disclose to new hires the written quota description as required by  
24 Labor Code section 2101. Moreover, Defendant changes their quotas regularly and failed to  
25 provide Plaintiff and Aggrieved employees with the written disclosure after each quota is updated  
26 or changed.

27 63. Plaintiff and warehouse employees in her department, for example, were required to  
28 meet a **production quota of at least 100 packages per hour**, regardless of the size or difficulty of

1 the items. The size, volume, weight of the packages impacted employees ability to meet the quota.  
2 For example, during peak season such as year-end Holidays, the order flow increased as did the  
3 quota demands for all employees. On information and belief, in part because the standards and  
4 policies are uniform throughout Defendant's warehouses, all warehouse employees at different  
5 facilities in California were subject to the same or similar quota requirements.

6 64. When Plaintiff or warehouse employees fell behind on their quota, they were  
7 subjected to **increased supervision and warnings**, both verbal and written, with team leaders  
8 notifying employees that management would speak to them if quotas were not met. Team leads and  
9 Plaintiff's superiors regularly stated that failure to meet the quota was cause for termination .

10 65. On information and belief, Defendant implemented a point system which was  
11 designed to punish employees who failed to meet the quota requirements. On information and  
12 belief, Defendant targeted for termination the lowest quartile of warehouse works. On information  
13 and belief, Defendant records will demonstrate through maintenance and implementation of quota  
14 data base, reprimands, write ups, internal memos, and coding within employee files that warehouse  
15 employees performing below quota were reprimanded and/or terminated.

16 66. On information and belief, Defendant maintain a database and electronic information  
17 that measures productivity for individuals, warehouses throughout the country and specifically in  
18 California that establishes quotas for different facilities, departments, warehouse positions (picker,  
19 packer, stower, shipping, receiving, wrapper, and so forth), and for specific tasks. For example,  
20 Defendant utilize devices such as scanners and GPS devices that track in real time the location of  
21 warehouse employees and whether they are productive each and every work minute. These systems  
22 are displayed in various ways which are not available to warehouse employees. Defendant tracking  
23 metrics are only available to supervisors, managers, and higher level employees. This information  
24 as well as other data is used to enforce unlawful quotas as alleged throughout this complaint. This  
25 information is then stored and analyzed

26 67. Defendant failed to disclose Plaintiff's quota after she demanded her written  
27 disclosures pursuant to Labor Code section 2104, which states:

28 ***Section 2104 - Employee requests for written descriptions***

1 *(a)(1) If a current or former employee believes that meeting a quota caused a violation of*  
2 *their right to a meal or rest break or required them to violate any occupational health and*  
3 *safety laws in the Labor Code or division standards, they have the right to request, and the*  
4 *employer shall provide, a written description of each quota to which the employee is*  
5 *subject and a copy of the most recent 90 days of the employee's own personal work speed*  
6 *data.*

7  
8 *(a)(2) If a former employee requests a written description of the quotas to which they were*  
9 *subject and a copy of their own personal work speed data pursuant to paragraph (1), the*  
10 *employer shall provide 90 days of the former employee's quotas and personal work speed*  
11 *data for the 90 days prior to the date of the employee's separation from the employer.(3) A*  
12 *former employee is limited to one request pursuant to this subdivision.*

13  
14 *(b) An employer that receives a written or oral request for information pursuant to*  
15 *subdivision (a) shall comply with the request as soon as practicable, but no later than 21*  
16 *calendar days from the date of the request.*

17 68. Plaintiff, through their Counsel of record, served on Defendant a demand for a  
18 written description of the quotas they were subject to. Defendant ignored their request. More than  
19 21 days have passed since the request for a written description and Defendant refuse to comply  
20 with the law. As such, Plaintiff is forced to both file a lawsuit and/or file for injunctive relief for  
21 herself and on behalf of Aggrieved Employees.

22 69. ***Quotas Interfered with Employees' Use of Bathroom Facilities:*** Plaintiff and  
23 warehouse employees were restricted in their ability to use the bathroom facilities as a result of  
24 Defendant's unlawful quota requirements, as alleged herein and above. Employees were  
25 monitored by Defendant's leads and/or supervisors and were instructed to minimize the use of the  
26 bathroom facilities or were restricted to use bathroom facilities until the designated break time. As  
27 such, Defendant violated Labor Code sections 2100 *et. seq.* Defendant knew that Plaintiff and  
28 warehouse employees could not be required to engage in warehouse duties during the time they

1 used the restroom facilities but nevertheless Defendant counted time to and from the restroom as  
2 well as time using the restroom as non-productive time which was impacted their quota  
3 negatively.

4       70.     ***Illegal Quotas Created Safety/OSHA Risks and/or Increased Injury Rates:*** On  
5 information and belief, hundreds of employees have suffered quota related injuries. On  
6 information and belief, Defendant's unwritten policy, which is implemented through supervisors  
7 and managers, is to eliminate injured employees. While Defendant's sometimes offers light duty  
8 positions and tasks the reality is injured employees were targeted for elimination for one well  
9 known reason: the perception and false belief that injured employees could not meet Defendant's  
10 illegal quotas. Ultimately, injured employees are categorized as unproductive employees and are  
11 terminated for "low performance."

12       71.     ***Quotas Prevented Employees from Complying with California Meal & Rest***  
13 ***Period Laws:*** Defendant knew that Plaintiff, Aggrieved Employees, and Aggrieved Employees  
14 were entitled to receive legal meal periods. Defendant enacted quotas that prevented Plaintiff and  
15 Putative Aggrieved Employees from complying with California's meal period laws. During the  
16 PAGA Period, Plaintiff and Putative Aggrieved Employees regularly worked in excess of five (5)  
17 and/or 10 hours per workday.

18       72.     Plaintiff and warehouse employees could not comply with California's meal and  
19 rest period laws. The excessive quotas prevented them from complying with meal and rest period  
20 laws. Plaintiff complained to her supervisors but to no avail. Defendant's agents such as team  
21 leads and supervisors witnessed Plaintiff and Warehouse Employees working through rest periods  
22 but did nothing. Plaintiff's meal periods were supposed to be interrupted and 30 minutes.  
23 However, as a result of the quota, her meal periods were interrupted as often as twice per week.

24       73.     Plaintiff and Aggrieved Employees were monitored, reprimanded, and discouraged  
25 from taking meal periods. Employees were required under the penalty of reprimand or  
26 termination to clock in and out for meal periods. This ruse was implemented and required by  
27 Defendant's for unlawful purposes. In reality, the unwritten meal period policy was to work  
28 through meal period or punished. If Defendant's can demonstrate employees clocked in and out

1 for lunch, then it can falsely argue that it did comply with California law in defending the many  
2 lawsuits accusing it of violating California breaks' laws. The reality was, is, and will continue to  
3 be that Defendant's quotas are excessive and can only be met if Plaintiff and Aggrieved  
4 Employees work through meal periods or take shortened meal periods.

5 74. **On Duty/On Call Breaks:** Defendant also violated Labor Code section 2103  
6 because it required and continues to require on duty or on call breaks and routinely interrupted  
7 breaks. Defendant's know when warehouse employees are working through breaks to meet quotas  
8 in violation of Labor Code § 2103 which states, "**(n)***notwithstanding subdivision (a), consistent*  
9 *with existing law, meal and rest breaks are not considered productive time unless the employee is*  
10 *required to remain on call. Ca. Lab. Code § 2103.*

11 75. Plaintiff and Putative Aggrieved Employees were regularly and routinely required  
12 to remain on call to meet quotas. Defendant required employees to regularly monitor quota  
13 statistics and receive and respond to messages when on breaks. Plaintiff often worked in excess of  
14 10 hours shifts. Plaintiff and Aggrieved Employees' hours worked, and shift lengths were in part  
15 due to seasonality and the flow of orders.

16 76. Plaintiff **rarely had the opportunity to take her meal breaks** due to excessive  
17 workload. Defendant policy was to provide 30 minutes meal periods, but supervisors regularly  
18 interrupted Plaintiff and Aggrieved Employees meal periods, sometimes daily.

19 77. ***Unlawful Quotas Prevented Plaintiff and Aggrieved Employees from Taking***  
20 ***Legal Rest Periods:*** Defendant knew that Plaintiff, Aggrieved Employees, and Aggrieved  
21 Employees were entitled to legal rest breaks. Defendant enacted quotas that prevented Plaintiff  
22 and Putative Aggrieved Employees from complying with California rest period laws.

23 78. On information and belief, Defendant's take adverse employment action against  
24 employees who choose and/or insist on a legal rest break. Aggrieved Employees were monitored,  
25 reprimanded, and discouraged from using bathroom facilities until their designated time for rest  
26 breaks. However, this policy and practice was implemented and encouraged by Defendant's  
27 supervisory and/or managerial personnel such that if Aggrieved Employees worked through rest  
28 break or took shortened rest breaks, they could meet Defendant's quota requirements.

1           79. Defendant also implemented an illegal policy requiring Plaintiff and Putative  
2 Aggrieved Employees to “waive” meal periods. Plaintiff and Putative Aggrieved Employees were  
3 required to sign meal period waivers when in fact many employees did not want to sign waivers  
4 because they wanted a break. Plaintiff and, on information and belief, many Aggrieved  
5 Employees also complained about Defendant’s unlawful breaks policies, as evidenced by the  
6 dozens of lawsuits for breaks violations, and faced retaliation and termination in violation of  
7 Labor Code section 2105 which states:

8                   **Section 2105 - Rebuttable presumption of unlawful retaliation for**  
9                   **adverse action against employees; conditions**

10                   *For purposes of this part, there shall be a rebuttable presumption of*  
11                   *unlawful retaliation if an employer in any manner discriminates,*  
12                   *retaliates, or takes any adverse action against any employee within 90*  
13                   *days of the employee doing either of the following:*

14  
15                   *(a) Initiating the employee's first request in a calendar year for*  
16                   *information about a quota or personal work speed data pursuant to*  
17                   *subdivision (a) of Section 2104.*

18                   *(b) Making a complaint related to a quota alleging any violation of*  
19                   *Sections 2101 to 2104, inclusive, to the commissioner, the division, other*  
20                   *local or state governmental agency, or the employer.*

21           80. **Injunctive Relief:** Plaintiff and Putative Aggrieved Employees were and continue  
22 to labor under the constant threat of Defendant’s adverse employment action in violation of Labor  
23 Code §§ 2100 *et. seq.*

24           81. Defendant knew or should have known that their quotas were and continued to be  
25 illegal. Defendant new and know their quotas require Plaintiff and Putative Aggrieved Employees  
26 to expose themselves to OSHA hazards and other safety hazards. Defendant have been sued many  
27 times for violating California’s wage and hour laws. Despite prior, current and future litigation,  
28

1 Defendant will continue to violate California's quota laws absent a jury award in Plaintiff and  
2 Aggrieved Employees favor

3 82. Plaintiff, Aggrieved Employees, and Aggrieved Employees are entitled to injunctive  
4 relief under California Labor Code section 2108, compelling Defendant to comply with California  
5 Labor Code sections 2100 et. seq., and seek the recovery of attorneys' fees and costs incurred in  
6 obtaining this injunctive relief.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY ALL WAGES**

9 **(Plaintiff and the Class Against all Defendant)**

10 83. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
11 though fully set forth herein.

12 84. Defendant failed to pay Plaintiff and Class Members all premium wages for  
13 unprovided recovery periods.

14 85. At all times herein relevant, Defendant had a duty to comply with Labor Code §  
15 226.7.

16 86. Labor Code section 204 and the IWC Wage Orders require timely payment of all  
17 wages owed on regularly scheduled paydays at least twice during each calendar month, on days  
18 designated in advance by the employer as the regular paydays. All wages earned in excess of the  
19 normal work period must be paid no later than the payday for the next regular payroll period.

20 87. Labor Code section 206 provides that in case of a dispute over wages, the employer  
21 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving  
22 to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

23 88. The IWC Wage Orders define "hours worked" as "the time during which an  
24 employee is subject to the control of an employer and includes all time the employee is suffered or  
25 permitted to work, whether or not required to do so" including nonproductive time and legal wages  
26 when bonuses were paid.

27 89. Labor Code section 1194 requires that employers pay employees at least the legal  
28 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.

1 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum  
2 wage applicable to the employee to recover in a civil action the unpaid balance of the full amount  
3 of wages, along with interest thereon, reasonable attorneys' fees and costs of suit.

4 90. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an  
5 amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

6 91. Labor Code section 1198 prohibits employers from employing for longer hours or  
7 less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise  
8 set by the Labor Commissioner.

9 92. In violation of California law, Defendant have knowingly and willfully refused to  
10 perform their obligations and compensate Plaintiff and Class Members for all wages earned as  
11 alleged above.

12 93. Defendant' failure to pay Plaintiff and Class Members all earned minimum and  
13 regular wages in accordance with the Labor Code and the applicable IWC Wage Orders, and all  
14 applicable local ordinances in effect throughout California, Plaintiff and Class Members are entitled  
15 to recover the full amount of unpaid premium wages, liquidated damages, prejudgment interest, and  
16 statutory penalties, along with attorneys' fees and costs in amounts that will be established at trial.

17 **SECOND CAUSE OF ACTION**

18 **RECOVERY PERIOD VIOLATIONS**

19 **(Plaintiff and the Class Against all Defendant)**

20 94. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
21 though fully set forth herein.

22 95. At all relevant times, Defendant had a duty to comply with Labor Code sections  
23 226.7, 2100 *et. seq.* and the applicable IWC Wage Orders.

24 96. The IWC Wage Orders require employers to authorize and permit all employees to  
25 have recovery periods.

26 97. If an employer fails to provide an employee with a recovery periods in accordance  
27 with California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the  
28 employer pay the employee one additional hour of pay at the employee's regular rate of

1 compensation for each workday that the recovery period is noncompliant. Furthermore, Defendant  
2 failed to permit or provide employees recovery periods for “cool down” time to prevent heat illness  
3 or for safety reasons.

4 98. During the relevant time period, Defendant failed to pay Plaintiff and Class Members  
5 recovery period premiums for noncompliant recovery periods pursuant to Labor Code section  
6 226.7(b) and the applicable IWC Wage Order.

7 99. As a result of Defendant’s failure to provide compliant recovery period premiums  
8 to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code sections  
9 226.7, Plaintiff and Class Members suffered and continue to suffer a loss of wages and  
10 compensation.

11 100. Because Plaintiff and Class Members were and/or are entitled to such recovery  
12 periods or “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount  
13 according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will  
14 also seek pre- and post-judgment interest as provided by law at 10% per annum, in an amount  
15 according to proof.

16 101. Pursuant to Code of Civil Procedure section 1021.5, Plaintiff will also seek attorneys’  
17 fees and costs from Defendant in an amount subject to proof and approved by the Court.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

20 **(Plaintiff and the Class Against all Defendant)**

21 102. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
22 though fully set forth herein.

23 103. At all relevant times, Defendant had a duty to comply with Labor Code section 226.

24 104. Labor Code section 226(a) requires that, semimonthly or at the time of each payment  
25 of wages, employers must furnish each employee with an accurate itemized wage statement in  
26 writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the  
27 number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from  
28 wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name and last four

1 digits or employment identification number of the employee, (8) the name and address of the legal  
2 entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding number  
3 of hours worked at each hourly rate. Defendant failed to include in wage statements all hours  
4 worked and accumulated vacation, sick pay, split shifts and record reporting time pay.

5 105. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of  
6 a knowing and intentional failure by an employer to provide an accurate itemized wage statement  
7 to recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each  
8 violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in  
9 addition to an award of costs and attorneys' fees.

10 106. During the relevant time period, Defendant knowingly and intentionally failed to  
11 comply with Labor Code section 226(a) on wage statements that were provided to Plaintiff and  
12 Class Members. The deficiencies include, among other things, Defendant's failure to correctly  
13 state the gross and net wages earned, the total hours worked, all applicable hourly rates in effect  
14 during the pay period, and the corresponding number of hours worked at each hourly rate.

15 107. As a result of Defendant's violations of California Labor Code section 226(a),  
16 Plaintiff and Class Members have suffered injury and damage to their statutorily protected rights.  
17 Specifically, Plaintiff and Class Members have been injured by Defendant's intentional violation  
18 of California Labor Code section 226(a) because they were denied both their legal right to receive,  
19 and their protected interest in receiving, accurate itemized wage statements under California Labor  
20 Code section 226(a). Plaintiff had to file this lawsuit in order to determine the extent of the  
21 underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would  
22 not have had to engage in these efforts and incur these costs had Defendant provided the accurate  
23 wages earned. This has also delayed Plaintiff's ability to demand and recover the underpayment of  
24 wages from Defendant.

25 108. Defendant's violations of California Labor Code section 226(a) prevented Plaintiff  
26 and Class Members from knowing, understanding and disputing the wages paid to them, and  
27 resulted in an unjustified economic enrichment to Defendant. As a result of Defendant's knowing  
28 and intentional failure to comply with California Labor Code section 226(a), Plaintiff and Class

1 Members have suffered an injury, and the exact amount of damages and/or penalties is all in an  
2 amount to be shown according to proof at trial.

3 109. Plaintiff and Class Members are also entitled to injunctive relief under California  
4 Labor Code section 226(h), compelling Defendant to comply with California Labor Code section  
5 226, and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

6 **FOURTH CAUSE OF ACTION**

7 **WAITING TIME PENALTIES**

8 **(Plaintiff and the Class Against all Defendant)**

9 110. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
10 though fully set forth herein.

11 111. At all relevant times, Defendant had a duty to comply with Labor Code sections 201,  
12 202, and 203. Defendant failed to comply with these final paycheck requirements with respect to  
13 Plaintiff and Waiting Time Subclass Members.

14 112. Labor Code section 201 requires that if an employer discharges an employee, the  
15 wages earned and unpaid at the time of discharge are due and payable immediately.

16 113. Labor Code section 202 requires that if "an employee not having a written contract  
17 for a definite period" quits, the employee's wages shall become due and payable no later than  
18 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention  
19 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

20 114. Labor Code section 203 provides that if an employer willfully fails to pay, without  
21 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the  
22 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an  
23 action therefor is commenced, but that the wages shall not continue for more than 30 days per  
24 employee.

25 115. During the relevant time period, Defendant willfully failed to pay Plaintiff and  
26 Waiting Time Subclass Members all their earned wages upon termination including, but not limited  
27 to, minimum, regular, overtime, and double time compensation, and premium compensation either  
28 at the time of discharge or within 72 hours of leaving Defendant' employ.

116. As a result of Defendant's failure to timely pay all wages owed to Plaintiff and Waiting Time Subclass Members in accordance with Labor Code sections 201, 202 and 203, Plaintiff and Waiting Time Subclass Members are entitled to recover waiting time penalties, prejudgment interest, attorneys' fees, and costs in amounts that will be established at trial.

## FIFTH CAUSE OF ACTION

## FAILURE TO IMPLEMENT HEAT PREVENTION MEASURES & MAINTAIN LEGAL TEMPERATURE CONTROLS

**(Plaintiff and Class Against Defendant)**

117. Plaintiff repeats and incorporates by reference all allegations in this Complaint as though fully set forth herein.

118. Under California law, the workplace should not be a source of injury or illness of threaten the Lives of those who work there, (Cal, Code Reg. tit. 8, § 3203.). Per Senate Bill 1167 signed and approved by Governor Jerry Brown and later codified as California Labor Code § 6720, the California Division of Occupational Safety and Health (Cal/OSHA) shall propose an indoor heat illness standard by January 1, 2019. In Cal/OSHA's most recent January 29, 2019, revised draft standard, the proposed regulation would apply to "all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present." The U.S. Department of Labor's Division of Occupational Safety and Health Administrator (OSHA) also recommends office temperature control in the range of 68° F to 76° F

119. On information and belief, Defendant's violated every aspect of IWC Wage Order § 15. Plaintiff and other Class Members being subjected to excessive heat or cold in the workplace. Plaintiff worked in a facility situated in a location with recorded temperatures exceeding 100 F and dipping below 30 F. Defendant's failed to provide reasonable temperature regulation including adequate air conditioning, heating, insulation, and/or ventilation. Defendant's failed to provide reasonably comfortable indoor temperatures. On information and belief, where Defendant's business operations created indoor climates less than 60 F, such as areas in the warehouse designed to keep perishables like food, Defendant failed to provide appropriate heated rooms to retire for warmth. Defendant also failed to maintain a temperature of not less than 68° in their toilet rooms.

1 resting rooms, and/or change rooms during hours of use.

2       120. Plaintiff and Class Members were prevented from complying with health, CalOSHA,  
3 and safety laws. Defendant failed to maintain temperature controls as required by Labor Code §§  
4 2102 *et. seq.*, and the applicable IWC Wage Order(s). As such, Plaintiff and, on information and  
5 belief, Class Members suffered exhaustion, dehydration and other physiological injuries because  
6 they were required to meet Defendant's unlawful quotas and prevented them from complying with  
7 the IWC Wage Orders § 15 which states:

8                   **15. TEMPERATURE**

9                   (A) *The temperature maintained in each work area shall provide reasonable*  
10                   *comfort consistent with industry-wide standards for the nature of the process and*  
11                   *the work performed.*

12                   (B) *If excessive heat or humidity is created by the work process, the employer*  
13                   *shall take all feasible means to reduce such excessive heat or humidity to a*  
14                   *degree providing reasonable comfort. Where the nature of the employment*  
15                   *requires a temperature of less than 60° F., a heated room shall be provided to*  
16                   *which employees may retire for warmth, and such room shall be maintained at*  
17                   *not less than 68°.*

18                   (C) *A temperature of not less than 68° shall be maintained in the toilet rooms,*  
19                   *resting rooms, and change rooms during hours of use.*

20                   (D) *Federal and State energy guidelines shall prevail over any conflicting*  
21                   *provision of this §.*

22       121. Pursuant to § 15(b), Defendant has and have always had an affirmative duty to  
23 prevent and reduce excessive heat or humidity created by the work environment, location,  
24 department or any other area of work that creates excessive heat and where employees are exposed  
25 to heat illness thereby requiring safety measures including, but not limited, to recovery periods.  
26 Defendant, however, has no written policy regarding preventative measures as required by  
27 California, by Labor Code § 226.7, and/or the recently enacted OSHA standards requiring  
28 employers to take affirmative measures to prevent heat illness for indoor employees pursuant to

1 California Code of Regulations, Title 8, § 3395 Heat Illness Prevention, Labor Code §§ 6308, 6317  
2 and any other statutes conferring enforcement powers upon the Division.

3 122. Furthermore, it is a violation of Labor Code §§ 98.6, 98.7, 6310, 6311, and 6312 to  
4 discharge or discriminate in any other manner against employees for exercising their rights under  
5 this or any other provision offering occupational safety and health protection to employees.  
6 Throughout the time periods when these laws were in effect, Defendant have actively violated them  
7 and pressured, and/or discouraged employees from taking advantage of the Labor Code, Cal OSHA  
8 regulations and California law in favor of meeting excessive quotas.

9 123. Furthermore, it is a violation of Labor Code §§ 98.6, 98.7, 6310, 6311, and 6312 to  
10 discharge or discriminate in any other manner against employees for exercising their rights under  
11 this or any other provision offering occupational safety and health protection to employees.  
12 Throughout the time periods when these laws were in effect, Employer has actively violated them  
13 and pressured, and/or discouraged employees from taking advantage of the Labor Code, Cal OSHA  
14 regulations and California law in favor of meeting excessive quotas.

15 124. Plaintiff, Class Members, and Class Members are entitled to injunctive relief and  
16 recovery of attorneys' fees and costs incurred.

17 **SIXTH CAUSE OF ACTION**

18 **UNFAIR BUSINESS PRACTICES**

19 **(Plaintiff and the Class Against all Defendant)**

20 125. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
21 though fully set forth herein.

22 126. Plaintiff brings this claim individually and on behalf of Class Members.

23 127. Business & Professions Code section 17200 ("UCL") prohibits unfair competition in  
24 the form of any unlawful, unfair, or fraudulent business act or practice.

25 128. Business and Professions Code section 17204 allows "any person who has suffered  
26 injury in fact and has lost money or property as a result of such unfair competition" to prosecute a  
27 civil action for violation of the UCL.

28 129. Labor Code section 90.5, subdivision (a) states it is the public policy of California to

1 vigorously enforce minimum labor standards in order to ensure employees are not required to work  
2 under substandard and unlawful conditions, and to protect employers who comply with the law from  
3 those who attempt to gain competitive advantage at the expense of their workers by failing to comply  
4 with minimum labor standards.

5         130. Beginning at an exact date unknown to Plaintiff, but at least since the date four years  
6 prior to the filing of this complaint, Defendant have committed acts of unfair competition as defined  
7 by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent business  
8 practices and acts described in this complaint, including, but not limited to, violations of Labor Code  
9 sections 201-204, 206, 226, 226.7, 432, 1182.12, 1194, 1194.2, 1197, 1198, 1198.5, 2100-2112,  
10 2802.

11         131. The violations of these laws and regulations, as well as fundamental California public  
12 policies protecting workers, serve as unlawful predicate acts and practices for purposes of Business  
13 and Professions Code sections 17200 *et seq.*

14         132. As a result of these actions, Plaintiff, on information and belief, allege that Defendant  
15 are able to unfairly compete with other comparable companies in the State of California in violation  
16 of Business & Professions Code sections 17000 *et. seq.* and sections 17200 *et. seq.* Due to these  
17 unlawful, unfair, and/or fraudulent business practices, Defendant have gained a competitive  
18 advantage over other comparable companies doing business in the State of California.

19         133. The victims of these unlawful, unfair, and/or fraudulent business practices include,  
20 but are not limited to, Plaintiff, putative class members, Defendant's competitors in the State of  
21 California, and the general public. Plaintiff is informed and believes, and thereon alleges, that  
22 Defendant performed the above-mentioned acts with the intent of gaining an unfair competitive  
23 advantage and thereby injuring Plaintiff, putative class members, Defendant's competitors, and the  
24 general public.

25         134. Plaintiff' success in this action will enforce important rights affecting the public  
26 interest and public policy.

27         135. Business and Professions Code sections 17203 provides that a court may make such  
28 orders or judgments as may be necessary to prevent the use or employment by any person of any

1 practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to  
2 prevent Defendant from repeating their unlawful, unfair, and fraudulent business acts and business  
3 practices alleged above.

4 136. Business and Professions Code section 17203 provides that the Court may restore to  
5 any person in interest, any money or property that may have been acquired by means of such unfair  
6 competition. Plaintiff and the Class Members are entitled to restitution pursuant to Business and  
7 Professions Code section 17203 for wages and payments unlawfully withheld from employees,  
8 including the fair value of the meal and rest periods and other losses alleged herein, during the four-  
9 year period prior to the filing of this complaint. All remedies are cumulative pursuant to Business  
10 & Professions Code section 17205.

11 137. Business and Professions Code section 17202 provides: “Notwithstanding section  
12 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture,  
13 or penal law in a case of unfair competition.” Plaintiff and Class Members are entitled to enforce all  
14 applicable penalty provisions of the Labor Code pursuant to Business and Professions Code section  
15 17202.

16 138. Plaintiff requests injunctive relief pursuant to Business & Professions Code section  
17 17203 to enjoin Defendant from continuing the unfair/unlawful business practices alleged herein.

18 139. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is a  
19 financial burden involved in pursuing this action. The action is seeking to vindicate a public right,  
20 and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to pay  
21 attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to the Code  
22 of Civil Procedure section 1021.5 and others.

### 23 **SEVENTH CAUSE OF ACTION**

#### 24 **ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004** 25 **(Plaintiff and Aggrieved Employees Against all Defendant)**

26 140. Plaintiff hereby re-allege and incorporates by reference all paragraphs above as  
27 though fully set forth herein.

28 141. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under

1 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged  
2 to have been violated.

3 142. Plaintiff gave written notice of the specified provisions alleged to have been violated,  
4 including the facts and theories to support the alleged violations, as required by Labor Code section  
5 2699.3. This written notice was provided via certified mail to Defendant and to the LWDA by  
6 electronically filing the notice via the Department of Industrial Relations' website on July 9, 2024,  
7 2024 ([LWDA-CM-1038507-24](#)).

8 143. Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of law, a  
9 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under  
10 this part at any time within 60 days of the time periods specified in this part."

11 144. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that  
12 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,  
13 divisions, commissions, boards, agencies or employees for violation of the code may, as an  
14 alternative, be recovered through a civil action brought by an Aggrieved Employees on behalf of  
15 himself and other current or former employees pursuant to the procedures specified in Labor Code  
16 section 2699.3.

17 145. For all provisions of the Labor Code except those for which a civil penalty is  
18 specifically provided, Labor Code section 2699(f) imposes upon Defendant a penalty of one hundred  
19 dollars (\$100.00) for each Aggrieved Employees per pay period for the initial violation and two  
20 hundred dollars (\$200.00) for each Aggrieved Employees per pay period for each subsequent pay  
21 period in which Defendant violated these provisions of the Labor Code.

22 146. Defendant's conduct violates numerous Labor Code sections, including, but not  
23 limited to, the following:

24 (a) Failure to implement lawful quotas pursuant to Labor Code §§ 2100 - 2112;

25 (b) Failure to pay premium wages for unprovided recovery periods pursuant to Labor  
26 Code §§ 226.7, 2, 226.8, 1194;

27 (c) Failure to provide recovery periods in violation of labor code §§ 226.7;  
28

- 1 (d) Failure to provide accurate itemized wage statements in violation of labor code §§  
2 226, 226.3, and 1174;  
3 (e) Failure to maintain adequate temperature pursuant to section 15 of the IWC Wage  
4 Orders;  
5 (f) Failure to comply with California's and CalOSHA's illness heat prevention laws  
6 and ordinances;  
7 (g) Failure to pay Plaintiff and aggrieved employees waiting time penalties upon  
8 separation of employment pursuant to Labor Code §§ 201-204;  
9 (h) Failure to provide accurate itemized wage statements to Plaintiff and other  
10 Aggrieved Employees pursuant to Labor Code §§ 226, 226.3;  
11 (i) Failure to maintain accurate records regarding the employment of Plaintiff and  
12 other Aggrieved Employees as herein alleged pursuant to Labor Code §§ 1174 and  
13 1174.5;  
14

15 147. Further, Labor Code section 558(a) provides "[a]ny employer or other person acting  
16 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any  
17 provision regulating hours and days of work in any order of the Industrial Welfare Commission  
18 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each  
19 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each  
20 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period  
21 for which the employee was underpaid."

22 148. Labor Code section 1197.1 also provides "[a]ny employer or other person acting  
23 either individually or as an officer, agent, or employee of another person, who pays or causes to be  
24 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by  
25 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial  
26 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee  
27 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for  
28 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each

1 pay period for which the employee is underpaid regardless of whether the initial violation is  
2 intentionally committed.

3 149. As set forth above, Defendant have violated numerous provisions of the Labor  
4 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff  
5 also seek the remedies set forth in Labor Code sections 558 and 1197.1 for himself, the underpaid  
6 employees, and the State of California.

7 150. Plaintiff are “Aggrieved Employees” because he was employed by the alleged  
8 violators and had one or more of the alleged violations committed against him and therefore is  
9 properly suited to represent the interests of all other Aggrieved Employees.

10 151. Plaintiff have exhausted the procedural requirements under Labor Code section  
11 2699.3 as to Defendant and are therefore able to pursue a claim for penalties on behalf of himself  
12 and all other Aggrieved Employees under PAGA.

13 152. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff are entitled to  
14 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited  
15 above and alleged throughout this Complaint.

16 153. For bringing this action, Plaintiff are entitled to attorney’s fees and costs incurred  
17 herein.

### 18 **PRAYER FOR RELIEF**

19 Plaintiff, individually and on behalf of all others similarly situated, pray for relief and  
20 judgment against Defendant, jointly and severally, as follows:

- 21 a. For certification of this action as a class action, including certifying the Class and  
22 Subclass alleged by Plaintiff;
- 23 b. For appointment of Plaintiff as the class representative;
- 24 c. For appointment of **JOSE GARAY, APLC** and **THE WHEELER LAW FIRM** as  
25 class counsel for all purposes;
- 26 d. For compensatory damages in an amount according to proof with interest thereon;
- 27 e. For economic and/or special damages in an amount according to proof with interest  
28 thereon;

- 1 f. For damages, monetary relief, wages, premiums, benefits, and penalties, including  
2 interest thereon;
- 3 g. For waiting time penalties pursuant to Labor Code section 203;
- 4 h. For statutory penalties to the extent permitted by law, including those pursuant to the  
5 Labor Code and IWC Wage Orders;
- 6 i. For restitution to Plaintiff and Class Members of all money and property unlawfully  
7 acquired by Defendant through unfair or unlawful business practices pursuant to  
8 Business and Professions Code sections 17200 *et seq.*;
- 9 j. For an order requiring Defendant to restore and disgorge all funds to each employee  
10 acquired by means of any act or practice declared by this Court to be unlawful, unfair,  
11 or fraudulent and, therefore, constituting unfair competition under Business and  
12 Professions Code sections 17200, *et seq.*;
- 13 k. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6  
14 and Civil Code sections 3287 and 3289;
- 15 l. For PAGA Penalties, civil penalties pursuant to 2698, *et seq.*;
- 16 m. For recovery of attorneys' fees and costs provided by Labor Code sections 226, 1194,  
17 and Code of Civil Procedure section 1021.5;
- 18 n. For injunctive relief pursuant to Labor Code section 2107, 2108; and,
- 19 o. For such other relief as the Court deems just and proper.

20  
21 Dated: April 2, 2025

**JOSE GARAY, APLC**

22 **&**

23 **THE WHEELER LAW FIRM**

24  
25 

26  
27 By: \_\_\_\_\_

28 Jose R. Garay  
Scott E. Wheeler

Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demand a jury trial with respect to all issues triable by jury.

Dated: April 2, 2025

**JOSE GARAY, APLC**

**&**

**THE WHEELER LAW FIRM**



By: \_\_\_\_\_

Jose R. Garay  
Scott E. Wheeler  
Attorneys for Plaintiff.