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CAROLINE DELTORAL, and NATIVIDAD M. QUILLIN,
on behalf of themselves and others similarly situated and aggrieved

(Additional Plaintiffs' Counsel listed on the following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANTWOINE TYRONE TAYLOR,
CAROLINE DELTORAL, and
NATIVIDAD M. QUILLIN individuals, on
behalf of themselves and others similarly
situated,

Plaintiffs,

vs.

AMAZON.COM SERVICES LLC, a
Delaware limited liability company, and
DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages and for All Hours Worked;
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 § 246
6. Violation of Labor Code § 226(a)
7. Violation of Labor Code § 221;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Maintain Temperatures Under the Wage Order; and
11. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

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1 Plaintiffs, ANTWOINE TYRONE TAYLOR, CAROLINE DELTORAL and
2 NATIVIDAD M. QUILLIN (hereinafter “Plaintiffs”), on behalf of themselves and all other
3 similarly situated non-exempt, hourly employees employed by Defendants in California
4 (collectively, “Employees”; individually, “Employee”) complains of Defendants, and each of
5 them, as follows:

6 **INTRODUCTION**

7 1. Plaintiffs bring this action on behalf of themselves and all other similarly situated
8 current and former Employees within the State of California who, at any time from four years
9 prior to the filing of this lawsuit, are or were employed as hourly non-exempt employees by
10 Defendants AMAZON.COM SERVICES LLC, a Delaware limited liability company, and DOES
11 1 through 50, inclusive (all defendants being collectively referred to as “Defendants”). Plaintiffs
12 allege that Defendants, and each of them, violated various provisions of the California Labor
13 Code, relevant orders of the Industrial Welfare Commission (“IWC”), and the California Business
14 & Professions Code.

15 2. Plaintiffs worked as warehouse associates, packers, pickers, and in similar and
16 related positions for Defendants in jobs pertaining to receiving, warehousing, shipping, and
17 processing products and merchandise for delivery to Defendants’ customers. Plaintiffs were
18 assigned to work in California and in the Riverside and San Bernardino County areas during the
19 relevant time period, and Plaintiff and the similarly situated Class members worked at various
20 locations throughout California. Plaintiff ANTWOINE TYRONE TAYLOR (“Taylor”) was
21 employed by Defendants as a packer with duties including unloading trailers, holding the trailer,
22 and packing shipments. Plaintiff CAROLINE DELTORAL (“Deltoral”) is employed by
23 Defendants as an Order Picker with duties including picking orders, placing merchandise back into
24 bins, and sorting through merchandise in the bins and delivering it to appropriate warehouse
25 locations. Plaintiff NATIVIDAD M. QUILLIN (“Quillin”) was employed by Defendants as a
26 warehouse associate with duties including picking and packing and scanning and sorting packages
27 and products for delivery to Defendants’ customers. Plaintiffs are California residents and have
28 been employed by Defendants at their fulfillment centers and warehouses in California.

1 3. Plaintiffs and the other similarly situated Employees of Defendants worked based
2 out of Defendants' offices and facilities in Eastvale, Rialto, and Redlands, California and at
3 Defendants' facilities in San Bernardino and Riverside Counties and throughout the state of
4 California. Plaintiffs worked at Defendants' behest without being paid all wages due and without
5 being provided all their required meal periods and rest breaks. Upon information and belief,
6 Plaintiffs were employed by Defendants and shared similar job duties and responsibilities, were
7 subjected to the same policies and practices, and endured similar violations at the hands of
8 Defendants as the other Employee Class members who served in similar and related positions.
9 Defendants required Plaintiffs and the Employees in the Class to work off the clock and failed to
10 record accurate time worked by these Employees, failed to pay them at the appropriate rates for all
11 hours worked, unlawfully deducted wages, failed to pay all wages due and owing at termination or
12 resignation, failed to reimburse necessary business expenses and provided Plaintiffs and the Class
13 members with inaccurate wage statements that prevented them from learning of these unlawful
14 pay practices. Defendants also failed to provide Plaintiffs and the Class with lawful meal and rest
15 periods, as Employees were required to remain under Defendants' control and were not provided
16 with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as
17 required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

18 4. Defendant AMAZON.COM SERVICES LLC ("AMAZON"), is a Delaware
19 corporation which lists its principal address in Seattle, Washington. Upon information and belief,
20 Defendant AMAZON maintained business operations in San Bernardino and Riverside counties
21 and employed Class Members at locations in San Bernardino County and throughout the state of
22 California. Amazon.com Services LLC is the well-known retailer providing e-commerce services
23 to Defendants' customers through deliveries from warehouses such as those where Plaintiffs were
24 employed, and is thus engaged in commerce in and operates based out of San Bernardino County.
25 Amazon.com Services LLC is listed as the employer on wage statements and W2's issued to
26 Plaintiffs during the relevant period, and upon information and belief the other Class members,
27 with a Seattle, Washington address.

1 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
2 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
3 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
4 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
5 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
6 obligations and liabilities giving rise to this lawsuit occurred, at least in part in San Bernardino
7 County, and Defendants operated and maintained offices in San Bernardino County and employed
8 two Plaintiffs and other Class Members there.

9 6. The true names and capacities, whether individual, corporate, associate, or
10 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
11 unknown to Plaintiffs, who therefore sues these Defendants by such fictitious names under Code
12 of Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants
13 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
14 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend
15 this Complaint to reflect the true names and capacities of the Defendants designated herein as
16 Does 1 through 50 when their identities become known.

17 7. Plaintiffs are informed and believe and thereon alleges that each Defendant acted in
18 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
19 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
20 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
21 all respects as the employers or joint employers of Employees. Defendants, and each of them,
22 exercised control over the wages, hours or working conditions of Employees, created and
23 implemented the policies and practices that governed the employment of Plaintiffs and the Class
24 members and dictated their job duties and responsibilities, or otherwise suffered or permitted
25 Plaintiffs and the other Employee Class members to work, or engaged, thereby creating a common
26 law employment relationship, with the Employee Class members. Therefore, Defendants, and each
27 of them, employed or jointly employed the Employee Class members.

FACTUAL BACKGROUND

8. The Employees who comprise the Class, including Plaintiffs, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission ("IWC"). During the period of four years prior to the filing of this action through its resolution, Plaintiffs and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiffs also contend that Defendants failed to pay Plaintiffs and the Class members all wages due and owing, including by requiring off the clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages owed or reimburse business expenses, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

9. During the course of Plaintiffs' and the Class members' employment with 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, and they had wages unlawfully deducted by Defendants. 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 in California including in San Bernardino County.

10. Defendants failed to maintain accurate record of the hours worked by Plaintiffs and as a result, failed to pay for all hours worked including by failing to pay at the required overtime and double-time rates when appropriate. Defendants' timekeeping systems did not allow for real time entries, and off the clock work was pervasive. As for a typical day and week for Plaintiffs and the other Class members, Plaintiff Taylor worked shifts of 8 to 9 hours per day from 7:30 a.m. to 6:00 p.m. Plaintiff Deltoral works shifts of 10 hours per day from Friday to Wednesday typically from 7:30 a.m. to 6:00 p.m. Plaintiff Quillin worked 8 to 9 hours per day from 4:30 p.m. to 1 a.m., 7:00 a.m. to 3:30 p.m. or 4:30, or 10:30 p.m. to 6:00 a.m.

11. Plaintiffs were required to endure off-the clock work, including under Defendants' exit security screening procedures. Defendants required Plaintiffs and class members to clock out at the end of their work day, exit the work area, and then, while off the clock, subjected them to

1 exit security checks and screenings. These exit screenings required Employees to queue up to
2 await passing through a metal detector or being wanded by Defendants' security personnel. They
3 would then open and search through bags as necessary, and this process could generally take
4 around 5 minutes to complete each time. As a matter of company policy and practice, Defendants
5 willfully decided not to compensate Employees for this time spent going through Defendants'
6 security checks, including by failing to move time clocks to the screening exit area so they could
7 clock out after completing security screenings and bag checks. This has resulted in wide-spread
8 violations for failure to pay for all hours worked, including during exit security screenings when
9 Plaintiff and the Class members were compelled to remain under Defendants' control.

10 12. Additionally, from on or about March of 2020 to March of 2023, Defendants
11 required Employees to undergo COVID screenings and temperature checks before Plaintiffs and
12 class members clocked in for their daily work shifts. Plaintiffs and Class members were
13 subjected to these screenings for approximately 2-3 minutes per day and were again not paid for
14 this time under Defendants' control and were unable to use their time for their own purposes.
15 Also, certain class members worked night shifts on certain occasions, for which they were
16 entitled to be paid a shift premium, but Defendants neglected to pay shift premiums to all Class
17 members who worked shifts eligible to receive them.

18 13. Moreover, Plaintiff Deltoral was required to don protective gear such as safety
19 harnesses, hard hat, and reflector vest before she was permitted to clock in for a work shift. This
20 resulted in further off the clock work and "hours worked" that remain unpaid by the Defendants.

21 14. Defendants thus failed to pay for all hours worked by Plaintiffs and the Class
22 members and failed to maintain records of all hours worked, including off the clock work
23 required both before and after scheduled daily work shifts. Defendants thus failed to pay
24 Employees for all hours worked at their required regular and overtime wage rates. Additionally,
25 to whatever extent Defendants paid additional forms of remuneration beyond their hourly rates to
26 Plaintiffs and the Class members, such as performance based bonuses and shift differentials and
27 the like, Defendants failed to include them in the regular rate used to calculate and pay any
28 overtime hours they worked. In reality, Defendants endeavored to minimize any overtime hours

1 despite requiring over eight hours of labor in a daily work shift or over 40 hours in a work week.

2 15. Additionally, Defendants followed a policy of failing to pay all Vacation Pay
3 accrued by the Employees and not paying for their Sick Days accrued and incurred either at all or
4 in a timely manner, including as required under Labor Code § 227.3 and Labor Code § 245 *et seq.*
5 As further detailed above, Plaintiffs were therefore not paid for all their hours worked at the
6 required minimum, overtime and double time wage rates due to Defendants' policy and practice
7 of requiring them to work off the clock and without pay and failing to pay them at their required
8 overtime rates for all hours over eight in a shift or over forty in a week.

9 16. With work shifts generally being scheduled for eight hours or more, this unpaid
10 off the clock work, including by the mandatory exit screening, resulted in Plaintiffs and the Class
11 members working past eight hours on a shift, which required that they be paid at the correct
12 overtime rate of 1.5 times their regular rate. As Plaintiffs and the Class members generally
13 worked over eight hours on their shifts, even when only scheduled for eight, any overtime
14 payments they received failed to account for bonus payments and differentials and the like as
15 forms of remuneration in addition to their hourly rates. Defendants uniformly applied policies and
16 practices resulted in systematic underpayment of overtime wages to Employees.

17 17. Defendants thus systematically underpaid Plaintiffs and the Class members by
18 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
19 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
20 information and belief, the Class members were bound by similar scheduling and work policies
21 which Defendants required them to follow, and endured similar violations at Defendants' hands
22 as Plaintiffs.

23 18. Defendants have either failed to maintain timekeeping records for Plaintiffs that
24 would permit Plaintiffs to discover the nature and extent of the off the clock work Defendants'
25 required and the actual hours Plaintiffs worked, or have otherwise declined to produce them to
26 Plaintiffs in response to a timely and lawful requests. By failing to pay for all hours worked, and
27 by deducting time for meal periods that were not lawfully provided and requiring pervasive off
28 the clock work, Defendants have committed knowing and intentional ongoing violations of the

1 record keeping requirements under the Labor Code, including section 1174.

2 19. The failure to pay for all hours worked and underpayment of wages to Plaintiffs
3 and the Class members is and has been a direct consequence of Defendants' unlawful
4 compensation policies and practices, which applied uniformly to the Class members working for
5 Defendants in California. As a result of the above described unlawful requirements to work off
6 the clock, the failure to accurately record all hours worked and pay wages at the correct rates, and
7 the other wage violations they endured at Defendants' hands, Plaintiffs and the Class members
8 were not properly paid all wages earned and all wages owed to them by Defendants, including
9 when working more than eight hours in any given day and/or more than forty hours in any given
10 week. As a result of Defendants' unlawful policies and practices, Plaintiffs and Class members
11 incurred overtime hours worked for which they were not adequately and completely
12 compensated, in addition to the hours they were required to work off the clock at their regular
13 rates.

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

22 21. Defendants also failed to provide Plaintiffs and the Class members with their
23 required first and second meal periods, and their first, second, and third required rest breaks. The
24 above described off the clock work contributed to Defendants' common policy of failing to
25 provide lawful meal periods to Plaintiffs and the Class members, as required under the Labor
26 Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to
27 authorize and permit Plaintiffs and the employee Class Members to take all required 10-minute
28 rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s). Meal

1 periods and rest breaks weren't prohibited, but they certainly were not encouraged, and any
2 breaks that were taken by Plaintiffs and the Class members were often either unlawfully short or
3 were on duty and interrupted by work demands or were also untimely.

4 22. Defendants thus failed to provide Plaintiffs with first and second meal periods and
5 three ten-minute rest breaks as required for scheduled shifts over ten hours in duration. To the
6 extent Defendants claim Plaintiffs and other Class members signed second meal period waivers,
7 upon information and belief these were either invalid or ineffectual, and Defendants also failed to
8 procure them from some Employees. Defendants heavily frowned upon Employees taking lunch
9 breaks, or any break for that matter, and instead pushed them to achieve Defendants' difficult
10 productivity demands and production criteria. As a result, Plaintiffs were regularly subjected to
11 interrupted meal breaks and would seldom take rest breaks.

12 23. However, even when Plaintiffs and the Class members were able to take a meal
13 period, it was often provided well after the first five hours of a work shift, or was provided for
14 less than the required 30 minutes or was otherwise interrupted by work duties. To whatever
15 extent Defendants made any meal period premium payments under Labor Code § 226.7, they
16 were not paid for all required occasions where meal periods were not provided or were not timely
17 provided or were provided for less than 30 duty free minutes. Additionally, upon information and
18 belief and to the extent they paid meal premiums to Plaintiffs and the Class members, Defendants
19 failed to include all forms of remuneration in the regular rate used to calculate and pay the meal
20 premiums on the occasions when any were paid.

21 24. Defendants did not have a policy or practice which provided or recorded all the
22 legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest
23 periods to the Plaintiffs and the other Class members. As a result, Defendants' failure to provide
24 Plaintiffs and the Class members with all legally required off-duty, unpaid meal periods and all
25 the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business
26 records, or lack thereof. Additionally, as addressed above, Defendants followed a practice of
27 requiring off the clock work in a manner that would impact when Employees were to receive
28 meal periods and rest breaks, thus leading to further violations. Defendants have either failed to

1 maintain required records of when meal periods were actually provided or failed to produce them
2 in response to Plaintiffs' timely and lawful requests, or else maintained inaccurate and incomplete
3 records.

4 25. Therefore, for at least four years prior to the filing of this action and through to the
5 present, Plaintiffs and the Class members were unable to take off-duty breaks or were otherwise
6 not provided with the opportunity to take required meal breaks due to Defendants' policies and
7 practices. On the occasions when Plaintiffs and the Class members were provided with a meal
8 period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were
9 not provided with premiums of one hour at the employees' regular rate of compensation in lieu
10 thereof. To the extent Defendants assert they paid any meal period premiums, they failed to do so
11 for all violations, and only did so at the employees' base hourly rate. Meal period violations thus
12 occurred in one or 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 (5) hours and were not compensated one (1)
15 hour's 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 (10) hours, or Defendants otherwise
20 attempted to rely upon blanket and legally inadequate second meal period
21 waivers from which Employees could not opt-out of or that were otherwise
22 invalid or unenforceable;
- 23 (c) Class members were required to work through at least part of their daily
24 meal period(s);
- 25 (d) Meal periods were provided after five (5) hours of continuous work during
26 a shift; and
- 27 (e) Class members were restricted in their ability to take a full thirty-minute
28 meal period or were otherwise required to remain under Defendants'

1 control during meal periods, including by being discouraged to leave the
2 warehouse facilities during breaks.

3 26. Defendants also failed to authorize and permit Plaintiffs and the Class members to
4 take duty-free, net ten minute rest breaks for ever four hours of shift work, or major fraction
5 thereof. There were similar issues with the required net-ten minute rest breaks that Plaintiffs and
6 the Class members were unable to take as with meal periods. Defendants also failed to authorize
7 and permit Plaintiffs and the Class members to take their required duty-free, net ten minute rest
8 periods. Rest breaks were not scheduled, as Defendants' management did not emphasize the
9 requirement to provide at least one ten minute duty-free rest period for each four hour duty
10 period, or major fraction thereof. Thus, on shift of ten hours or more, Defendants were required
11 to provide at least three duty-free ten minute rest breaks to Plaintiffs and the Class members.
12 Defendants neglected to do so, and even if Employees were provided with one rest break during a
13 scheduled shift, they were not provided with the required second or third rest breaks (on shifts
14 over 8 hours).

15 27. Given the demanding requirements Defendant placed on Plaintiffs, they were
16 unable to take compliant breaks during their work shifts. Plaintiffs was expected and able to only
17 take a break if and when the job requirements permitted it. Defendants leveraged enormous
18 pressure on Plaintiffs and Class members by demanding rigorous production goals. If Plaintiffs
19 were able to take any rest break at all, they were generally not for ten duty-free minutes or were
20 untimely, or else Plaintiffs would simply not take them because Defendants' demanding
21 production requirements and standards would not permit them to. Defendants further failed to
22 authorize and permit Plaintiffs to take their required duty-free, net ten-minute rest periods, as they
23 were not scheduled and Defendants' policy was not to provide them, and Defendants did not
24 emphasize the requirement to provide at least one ten-minute duty-free rest period for each four
25 hour duty period, or major fraction thereof.

26 28. Defendants' policies and practices thus systematically deny and denied Plaintiffs
27 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
28 periods. The California Supreme Court has instructed that the rest period requirement obligates

1 employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest
2 periods employers must relieve employees of all duties and relinquish control over how
3 employees spend their time. Plaintiffs and the Class members were and are under Defendants'
4 control when they are working through rest breaks, and Defendants failed to schedule or account
5 for required first, second, and third rest breaks during the shifts Plaintiffs and the Class members
6 generally worked.

7 29. Plaintiffs and the Defendants' Employees in the Class were also not authorized
8 and permitted to take lawful rest periods, were systematically required by Defendants to work
9 through or during breaks, and were not provided with premiums of one hour at the Employees'
10 regular rate of compensation in lieu thereof. To the extent any premiums were paid, they were
11 underpaid at the employees' base hourly rate upon information and belief. Employees were
12 required to remain on-duty during breaks or portions of their breaks, thus making them either
13 untimely or shortened and on-duty, and they were also prevented from leaving the premises
14 during rest breaks under Defendants' policies and practices. Rest period violations therefore arose
15 in one or more of the following manners:

- 16 (a) Class members were required to work without being provided a minimum
17 ten (10) minute rest period for every four (4) hours or major fraction thereof
18 worked and were not compensated one (1) hour of pay at their regular rate
19 of compensation for each workday that a rest period was not provided;
- 20 (b) Class members were not authorized and permitted to take timely rest periods
21 for every four hours worked, or major fraction thereof; and
- 22 (c) Class members were required to remain on-duty and under Defendants'
23 control during rest periods or otherwise had their rest periods interrupted by
24 work demands.

25 30. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
27 deducting the Employees' earned wages, including by the above described off the clock before
28 and after work shifts. By not compensating Employees for all hours worked and failure to pay for

1 hours spent under Defendants' control, Defendants unlawfully deducted wages earned by and
2 owed to Plaintiffs and the Class members, in violation of Labor Code § 221.

3 31. As a result of the above described illegal policies and practices, Defendants engaged
4 in and enforced the following additional unlawful practices and policies against Plaintiffs and the
5 Class members they seek to represent:

- 6 (a) failing to pay all wages owed to Class members who either were discharged,
7 laid off, or resigned in accordance with the requirements of Labor Code §§
8 201, 202, 203;
- 9 (b) failing to pay all wages owed to the Class members twice monthly in
10 accordance with the requirements of Labor Code § 204;
- 11 (c) failing to pay Class members all wages owed, including all meal and rest
12 period premium wages;
- 13 (d) failing to maintain accurate records of Class members' earned wages and
14 meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7
15 of the applicable IWC Wage Orders; and
- 16 (e) failing to produce timekeeping records in response to Plaintiffs' timely and
17 lawful request to receive them under these authorities.

18 32. From at least four years prior to the filing of this lawsuit, and continuing to the
19 present, Defendants have also consistently failed to provide Plaintiffs and the Class members with
20 timely, accurate, and itemized wage statements, in writing, as required by California wage-and-
21 hour laws, including by the above-described requirement of off the clock work, failure to pay all
22 overtime, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest
23 breaks. This also included Defendants' failure to list, or to accurately list, the total hours worked
24 and the rates at which various types of wages were paid Defendants have also made it difficult to
25 account with precision for the unlawfully withheld wages and meal and rest period compensation
26 owed to Plaintiffs and the Class, during the liability period, because they did not implement and
27 preserve a record-keeping method as required for non-exempt employees by California Labor
28 Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon

1 information and belief, time clock punches were not maintained or were not accurately maintained
2 for work shifts and meal periods, which were automatically presumed by Defendants to have been
3 lawfully provided when they were not. Defendants also failed to accurately record and pay for all
4 regular and overtime hours worked by Plaintiffs and the Class members.

5 33. Defendants thus provided Plaintiffs and the Class members with wage statements
6 that failed to accurately report all hours worked and applicable hourly rates for all hours worked,
7 or otherwise omitted the rates. The wage statements also failed to set forth the correct number of
8 hours worked and the correct rates of pay when shift differentials or overtime premium wages
9 were paid. Plaintiffs and the Employees in the Class were unable to discern from their wage
10 statements alone the actual hours they worked in total during a pay period. Wage statements were
11 also confusing as to who the actual and legal employer of Plaintiffs and the Class members is and
12 what address and contact they should use to contact their employer, in violation of section 226(a).

13 34. Defendants have thus also failed to comply with Labor Code § 226(a) by issuing
14 wage statements that were untimely and inaccurately reported total hours worked and total wages
15 earned by Plaintiffs and the Class members, along with the appropriate applicable rates, among
16 others requirements. Plaintiffs and Class members are therefore entitled to penalties not to exceed
17 \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to
18 comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain
19 time records showing when the employee begins and ends each work period, meal periods, wages
20 earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage
21 statements all deductions from payment of wages and accurately reporting total hours worked by
22 the Class members.

23 35. Defendants also required Plaintiffs and the Class members to work hours off the
24 clock for which they were not compensated, including during interrupted or otherwise on-duty
25 meal and rest periods and pervasively before and after their shifts, including during mandatory exit
26 security screenings. Defendants also failed to pay all overtime premium wages owed for work
27 conducted on a work shift and a workday, as addressed above. Therefore, from at least four years
28 prior to filing this lawsuit and continuing to the present, Defendants have also followed a uniform

1 and consistent policy of failing to pay all wages owed to Plaintiffs and other similarly situated
2 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
3 required by California wage-and-hour laws. Defendants also failed to pay all wages owed to
4 Plaintiffs and the Class members at the time they were terminated or otherwise separated from
5 employment. In view of the above addressed violations, Defendants have also failed to timely pay
6 all wages owed to Plaintiffs and the Class members twice monthly in accordance with the
7 requirements of Labor Code § 204.

8 36. Defendants also failed to maintain facilities or take procedures to relieve Plaintiff
9 Taylor and the Class members from the high temperatures they were required to endure during hot
10 weather. Plaintiff Taylor was required to bring his own fans to combat the oppressive heat at
11 Defendants' facilities. By failing to maintain temperatures providing reasonable comfort levels
12 consistent with industry-wide standards for the nature and process of the work performed,
13 Defendants violated paragraph 15 of the applicable IWC Wage Orders, and are entitled to civil
14 penalties as appropriate.

15 37. In light of the foregoing, Plaintiffs and the Employees in the Class bring this action
16 pursuant to, *inter alia*, Labor Code §§ 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206,
17 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7,
18 226.8, 227.3, 245, 246, 246.5, 247, 247.5, 248, 248.5, 249, 256, 450, 510, 511, 512, 516, 550, 551,
19 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.2,
20 1197.5, 1198, 1198.5, 1199, 2802, 2926, and 2927), and the Wage Orders of the California
21 Industrial Welfare Commission, California Code of Regulations, Title 8, section 11000 *et seq.*

22 38. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
23 Plaintiffs and the Class members seek injunctive relief, restitution, and disgorgement of all
24 benefits Defendants have enjoyed from their violations of Labor Code and the other unfair,
25 unlawful, or fraudulent practices alleged in this Complaint.

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CLASS ALLEGATIONS

39. Plaintiffs bring this class action on behalf of themselves and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees by Defendants within the State of California.” This includes those who worked based out of Defendants’ fulfillment centers and warehouse facilities and locations in California. Further, Plaintiffs seek to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not 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 compensation 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 compensation in lieu thereof.

e. Subclass 5. Sick Pay Subclass. All Class members who were paid non-discretionary wages and sick pay during the same workweek.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. 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.

h. Subclass 8. 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.

i. Subclass 9. 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.

j. Subclass 10. Failure to Maintain Reasonable Temperature Subclass: All Class members who, within the applicable limitations period, were required by Defendants to work in areas with temperatures that were not maintained to provide reasonable comfort consistent with applicable standards.

k. Subclass 11. 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.

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

41. Defendants, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice whereby Defendants failed to correctly calculate and pay compensation for the time worked by Plaintiffs and the other members of the Class, even though Defendants enjoyed the benefit of this work, required Employees to perform this work and permitted or suffered to permit this work. Defendants have uniformly denied Class members wages to which these employees are

entitled, and failed to provide meal periods or authorize and permit rest periods, in order to unfairly cheat the competition and unlawfully profit.

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

A. Numerosity

43. The potential members of the Class as defined are so numerous that joinder of all the Class members is impracticable. While the precise number of Class member has not been determined at this time, Plaintiffs are informed and believes that Defendants employ or, during the time period relevant to this lawsuit employed, many thousands of Employees who satisfy the Class definition within the State of California. Plaintiffs allege that Defendants' employment records will provide information as to the number and location of all Class members.

B. Commonality

44. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for recovery or as to the amount of damages. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay at the Employees' regular rate of compensation in lieu thereof;

- 1 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
2 Orders, by failing to authorize and permit Employees to take requisite rest breaks
3 or provide premium pay at the Employees' regular rate of compensation in lieu
4 thereof;
- 5 f. Whether Defendants violated Labor Code § 246 by failing to pay sick pay at the
6 correct rate of pay;
- 7 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with
8 inaccurate wage statements;
- 9 h. Whether Defendants violated Labor Code § 221;
- 10 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
11 wages and compensation due and owing at the time of termination of employment;
- 12 j. Whether Defendants' conduct was willful;
- 13 k. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage
14 Orders by failing to maintain accurate records of Class members' earned wages and
15 work periods;
- 16 l. Whether Defendants violated Labor Code § 1194 by failing to compensate all
17 Employees during the relevant time period for all hours worked, whether regular or
18 overtime;
- 19 m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
20 wages earned at least twice monthly;
- 21 n. Whether Defendants violated Labor Code § 1198 and paragraph 15 of the
22 applicable IWC Wage Orders by failing to maintain work area temperatures at a
23 reasonable comfort level consistent with industry standards;
- 24 o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 25 p. Whether Employees are entitled to equitable relief pursuant to Business and
26 Professions Code § 17200 *et seq.*

27 ///

28 ///

1 **C. Typicality**

2 45. The claims of the named Plaintiffs are typical of those of the other Employees. The
3 Employee Class members all sustained injuries and damages arising out of and caused by
4 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
5 well as regulations, that have the force and effect of law, as alleged herein. Plaintiffs' claims for
6 the off the clock work and meal and rest violations they were required to endure are typical of
7 those of the other Class members.

8 **D. Adequacy of Representation**

9 46. Plaintiffs will fairly and adequately represent and protect the interest of the
10 Employee Class members. Counsel who represents Plaintiffs and the Employees in the Class are
11 experienced and competent in litigating employment class actions.

12 **E. Superiority of Class Action**

13 47. A class action is superior to other available means for the fair and efficient
14 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
15 questions of law and fact common to all Employees predominate over any questions affecting only
16 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
17 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

18 48. As to the issues raised in this case, a class action is superior to all other methods for
19 the fair and efficient adjudication of this controversy, as joinder of all Class members is
20 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
21 members. Further, as the economic or other loss suffered by vast numbers of Class members may
22 be relatively small, the expense and burden of individual actions makes it difficult for the Class
23 members to individually redress the wrongs they have suffered. Moreover, in the event
24 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
25 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
26 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
27 to vindicate their rights for violations they endured which they would otherwise be foreclosed
28 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

1 49. Class action treatment will allow those persons similarly situated to litigate their
2 claims in the manner that is most efficient and economical for the parties and the judicial system.
3 Plaintiffs are unaware of any difficulties in managing this case that should preclude class
4 treatment. Plaintiffs contemplate the eventual issuance of notice to the proposed Class members
5 that would set forth the subject and nature of the instant action. The Defendants' own business
6 records can be utilized for assistance in the preparation and issuance of the contemplated notices.
7 To the extent that any further notice is required additional media and/or mailings can be used.

8 50. Defendants, as prospective and actual employers of the Employees in the Class,
9 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
10 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
11 Employees as well as the effect of any alleged arbitration agreements that may have been forced
12 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
13 and policies, most notably intentionally refusing to pay for all hours actually worked which should
14 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
15 agreements and policies and practices on the Employees and Class as a whole.

16 51. Plaintiffs and the Employees in the Class did not discover the fact that they were
17 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
18 any discussion about Plaintiffs' and the Class's waiver of their Constitutional rights of trial by
19 jury, to collectively organize and oppose unlawful pay practices under California law as well as
20 obtain injunctive relief preventing such practices from continuing. As a result, the applicable
21 statutes of limitation tolled until such time as Plaintiffs and the Class members discovered their
22 claims.

23 **FIRST CAUSE OF ACTION**
24 **FAILURE TO PAY MINIMUM WAGES**
25 **(Against All Defendants)**

26 52. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
27 full herein.
28

1 53. Defendants failed to pay Employees minimum wages they were owed, including
2 by their consistent policy of failing to pay Employees for all hours worked. Employees would
3 work hours and not receive wages, including as alleged above in connection with off the clock
4 work, including all the time required to remain on duty and under Defendants' control during
5 mandatory exit security screenings and during breaks and due to the work demands placed upon
6 them by Defendants' management. Defendants also imposed difficult to attain production and job
7 and shift scheduling requirements on Plaintiffs and the Class members, which resulted in off the
8 clock work and underpayment of all wages owed to Employees over a period of time, while
9 benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay
10 minimum wages to Plaintiffs and the Class members, including by requiring systematic off the
11 clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested,
12 without limitation, applicable to the Class as a whole, as a result of implementing a uniform
13 policy and practice that denied accurate compensation to Plaintiffs and the other members of the
14 Class as to minimum wage pay.

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

23 55. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
24 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
25 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

26 56. The applicable minimum wage rate fixed by the commission for work during the
27 relevant period is found in the Wage Orders.
28

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

7 58. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
8 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
9 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
10 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
11 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
12 the absence of a contractually agreed upon one. The underpayment of wages to Plaintiffs and the
13 Class members is and has been a direct consequence of Defendants’ unlawful compensation
14 policies and practices, which applied uniformly to the Class members working at locations
15 throughout California.

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

27 60. California Labor Code § 1194.2 also provides for the following remedies: “In any
28 action under Section 1194 . . . to recover wages because of the payment of a wage less than the

1 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
2 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

3 61. Additionally, Labor Code § 1197.1 provides that: “Any employer or other person
4 acting either individually or as an officer, agent, or employee of another person, who pays or
5 causes to be paid to any employee a wage less than the minimum fixed by an order of the
6 commission shall be subject to a civil penalty and restitution of wages payable to the employee...”
7 In addition to restitution for all unpaid wages, pursuant to California Labor Code § 1197.1,
8 Plaintiffs and Class members are entitled to recover a penalty of \$100.00 for the initial failure to
9 timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
10 employee minimum wages. Pursuant to California Labor Code § 1194.2, Plaintiffs and Class
11 members are further entitled to recover liquidated damages in an amount equal to wages
12 unlawfully unpaid and interest thereon.

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

16 63. Wherefore, Plaintiffs and the Employee Class members are entitled to recover the
17 unpaid minimum wages (including double minimum wages), liquidated damages in an amount
18 equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees
19 and costs of suit pursuant to California Labor Code § 1194(a). Plaintiffs and the other members of
20 the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs,
21 as well as the assessment of any statutory and/or civil penalties against Defendants, in a sum as
22 provided by the California Labor Code, including §§ 558 and 558.1 and 1197.1, and/or other
23 applicable statutes. To the extent minimum wage compensation is determined to be owed to the
24 Class members who have terminated their employment, Defendants’ conduct also violates Labor
25 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
26 penalties under California Labor Code § 203, which penalties are sought herein on behalf of these
27 Class members. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204
28 for failure to pay all wages owed twice monthly, and resulted in violations of Labor Code § 226

1 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
2 alleged herein was willful, intentional and not in good faith. Further, Plaintiffs and other Class
3 members are entitled to seek and recover statutory costs.

4 **SECOND CAUSE OF ACTION**

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

6 **(Against All Defendants)**

7 64. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
8 full herein.

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

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

1 67. Defendants thus had a consistent policy of not paying Employees wages for all
2 hours worked, including hours at their required regular, overtime, and double-time rates, and as
3 required under applicable living wage ordinances. Defendants required Plaintiffs and the Class
4 members to work off the clock to avoid paying all their earned and owed straight time and
5 overtime wages and other benefits, in violation of the California Labor Code, the California Code
6 of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor
7 Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiffs
8 and other similarly situated non-exempt employees to work through meal periods when they were
9 required to be clocked out or to otherwise work off the clock to complete their daily job duties or
10 to attend and participate in company required activities or remain under Defendants' control.
11 Therefore, Employees were not properly compensated, nor were they paid overtime rates for hours
12 worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on
13 information and belief, Defendants did not make available to Employees a reasonable protocol for
14 correcting time records when Employees worked overtime hours or to fix incorrect time entries or
15 those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants also
16 under-paid Plaintiffs and the putative Class members all wages by systematically miscalculating
17 and underpaying overtime wages they earned, or not paying them at all. More specifically,
18 Defendants paid employees bonuses which were tied directly to performance. Defendants failed to
19 include the bonus payments for all regular hours worked in their calculation of the applicable
20 hourly rate used to pay overtime, and this uniformly applied policy and practice resulted in
21 systematic underpayment of overtime wages to Employees.

22 68. Defendants' failure to pay Plaintiffs and the Class members the unpaid balance of
23 regular wages owed and overtime compensation for all hours worked, as required by California
24 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
25 IWC Wage Order, and is therefore unlawful.

26 69. Additionally, Labor Code § 558(a) provides "any employer or other person acting
27 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
28 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil

1 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
2 pay period for which the employee was underpaid in addition to an amount sufficient to recover
3 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
4 underpaid employee for each pay period for which the employee was underpaid in addition to an
5 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
6 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
7 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
8 violated provisions of the Labor Code regulating hours of work as well as the IWC Wage Orders.
9 Accordingly, Plaintiffs and the Class members seek remedies under Labor Code § 558.

10 70. Defendants’ failure to pay compensation in a timely fashion also constituted a
11 violation of California Labor Code § 204, which requires that all wages shall be paid
12 semimonthly. From four years prior to the filing of this lawsuit to the present, in direct violation
13 of that provision of the California Labor Code, Defendants have failed to pay all wages and
14 overtime compensation earned by Employees. Each such failure to make a timely payment of
15 compensation to Employees constitutes a separate violation of California Labor Code § 204.

16 71. Plaintiffs and the Class members have been damaged by these violations of
17 California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare
18 Commission). Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants
19 are subject to a fine of not less than \$100 for causing Employees “to work for longer hours than
20 those fixed, or under conditions of labor prohibited by an order of the commission” or if the
21 employer pays “a wage less than the minimum fixed by an order of the commission” or
22 “violates...any provision of this chapter or any order or ruling of the commission.”

23 72. Consequently, pursuant to the California Labor Code, including Labor Code §§
24 204, 510, 558, 558.1, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage
25 Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for
26 the full amount of all their unpaid wages and overtime compensation for all their hours worked,
27 with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any
28 statutory penalties against Defendants, and each of them, and any additional sums as provided by

1 the Labor Code and/or other statutes.

2 **THIRD CAUSE OF ACTION**

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

4 **(Against All Defendants)**

5 73. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
6 full herein.

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

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

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

24 77. Moreover, Defendants failed to compensate Employees for each meal period not
25 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
26 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
27 employee a meal period in accordance with this section, the employer shall pay the employee one
28 hour of pay at the employee's regular rate of compensation for each workday that the meal period

1 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
2 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
3 and 20 of the applicable IWC Wage Order.

4 78. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
5 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
6 to one hour of pay at their regular rate of compensation for each meal period not provided or
7 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
8 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
9 other statutes and applicable IWC Wage Order paragraphs.

10 **FOURTH CAUSE OF ACTION**

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

12 **(Against All Defendants)**

13 79. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
14 full herein.

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

18 81. Employees consistently worked consecutive four hour shifts and were generally
19 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
20 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
21 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
22 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
23 breaks of not less than ten minutes for each consecutive four hour shift. Employees were often
24 required to work or to otherwise remain under Defendants' control during rest periods, and had
25 breaks provided untimely as a result of the above described off the clock work. Plaintiffs and the
26 Class members were also not permitted to leave their work premises during rest breaks.

27 82. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
28 Orders provide that if an employer fails to provide an employee rest period in accordance with this

1 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
2 compensation for each workday that the rest period is not provided.

3 83. Defendants, and each of them, have therefore intentionally and improperly denied
4 rest periods to Plaintiffs and the Class members in violation of Labor Code §§ 226.7 and 512 and
5 paragraph 12 of the applicable IWC Wage Orders.

6 84. Defendants failed to authorize and permit Plaintiffs and the Class members to take
7 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
8 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
9 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
10 12 and 20 of the applicable IWC Wage Orders.

11 85. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
12 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one (1)
13 hour of pay at their regular rate of compensation for each day worked without the required rest
14 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
15 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

16 **FIFTH CAUSE OF ACTION**
17 **VIOLATION OF LABOR CODE § 246**
18 **(Against All Defendants)**

19 86. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
20 full herein.

21 87. Pursuant to Labor Code § 246, an employee is entitled to receive sick time pay.
22 For non-exempt employees, employers are to calculate paid sick leave in the same manner as the
23 regular rate of pay for the workweek in which the employee uses paid sick time, whether or not
24 the employee actually works overtime in that workweek; or by dividing the employee's total
25 wages, not including overtime premium pay, by the employee's total hours worked in the full pay
26 periods of the prior 90 days of employment.

27 88. Defendants either failed to pay sick pay or else paid sick pay to Plaintiffs and the
28 similarly situated Class Members at the incorrect rate of pay. To the extent Defendants paid sick

1 pay at the base hourly rate of pay, instead of the regular rate of pay, which would take into account
2 all non-discretionary wages, they committed further Labor Code violations. Defendants payments
3 of sick pay at the base hourly rate of pay resulted in the underpayment of sick time.

4 89. Defendants' failure to pay sick pay in the proper amount also constituted violations
5 of California Labor Code §§ 201-204.

6 90. Employees have been damaged by these violations of the California Labor Code.
7 Consequently, pursuant to the California Labor Code, including Labor Code §§ 201-204,
8 Defendants are liable to Employees for the full amount of all their unpaid sick pay, with interest,
9 plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties
10 against Defendants, and each of them, and any additional sums as provided by the Labor Code
11 and/or other statutes.

12 **SIXTH CAUSE OF ACTION**
13 **VIOLATION OF LABOR CODE § 226(a)**
14 **(Against All Defendants)**

15 91. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
16 full herein.

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

24 93. Defendants failed to provide Plaintiffs and the similarly situated Employee Class
25 members with accurate itemized wage statements in writing, as required by the Labor Code and
26 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements given to
27 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
28 including by failing to pay for all regular hours worked, failure to pay for all overtime hours

1 worked and for providing deficient meal periods and rest breaks, all of which Defendants knew or
2 reasonably should have known were owed to the Employees, as alleged above. They were also
3 confusing as to the identity and address of the employer, and Defendants policy of paying two
4 weeks in arrears directly violates Sections 204 and 226(a).

5 94. Defendants also provided Plaintiffs and the Class members with wage statements
6 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
7 Plaintiffs and the Employees in the Class were unable to discern from their wage statements along
8 the actual hours they worked in total during a pay period.

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

21 96. Plaintiffs and the Class members suffered injury as a result of Defendants'
22 knowing and intentional failure to provide them with the wage and hour statements as required by
23 law and are presumed to have suffered injury and entitled to penalties under Labor Code §
24 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
25 accurate and complete information as required by any one or more of items Labor Code § 226
26 (a)(1) to (9), inclusive, and the Plaintiffs and Class members cannot promptly and easily
27 determine from the wage statement alone one or more of the following: (i) The amount of the
28 gross wages or net wages paid to the employee during the pay period or any of the other

1 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
2 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross
3 wages to determine the net wages paid to the employee during the pay period, (iii) The name and
4 address of the employer and, (iv) The name of the employee and only the last four digits of his or
5 her social security number or an employee identification number other than a social security
6 number. For purposes of Labor Code § 226(e) “promptly and easily determine” means a
7 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
8 without reference to other documents or information.

9 97. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
10 are required “to pay each employee, on the established payday for the period involved, not less
11 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
12 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
13 or under conditions of labor prohibited by the order is unlawful.” Plaintiffs and the Class members
14 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
15 4(B) of the applicable IWC Wage Orders, including penalties under applicable IWC Wage Orders.

16 98. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
17 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
18 Class suffered injuries, including among other things confusion over whether they received all
19 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
20 them to make mathematical computations to analyze whether the wages paid in fact compensated
21 them correctly for all hours worked.

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

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

100. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

101. 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.” Pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay Employees for all hours worked. Defendants failed to do so.

102. 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 automatically deducting time as alleged above.

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

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

104. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

105. 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.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” As detailed above, Defendants followed

1 the unlawful practice of paying Plaintiff and the Class members two weeks in arrears. Defendants
2 thus maintained a consistently applied policy and practice of not paying all wages earned between
3 the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
4 between the 16th and the last day of the month between the 1st and 10th day of the following month.
5 This included failing to pay all wages due and owing to Plaintiffs and the Class members for all
6 hours they worked and failing to pay all wages earned by not more than seven calendar days
7 following the close of the payroll period.

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

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

23 108. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
24 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
25 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
26 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
27 applicable IWC Wage Orders.
28

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

109. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

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

111. 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.

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

113. Defendants failed to pay Plaintiffs 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 or by paying sick pay at the incorrect rate of pay to the detriment of Employees, 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.

114. 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." Plaintiffs 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

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

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

8 **TENTH CAUSE OF ACTION**

9 **FAILURE TO MAINTAIN TEMPERATURES UNDER THE WAGE ORDERS**

10 **(Against All Defendants)**

11 116. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 117. Under Labor Code § 1198, “[t]he employment of any employee for longer hours
14 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
15 Additionally, paragraph 15 of the applicable IWC Wage Orders requires the following regarding
16 the temperatures maintained at employers facilities within California: “(A) The temperature
17 maintained in each work area shall provide reasonable comfort consistent with industry-wide
18 standards for the nature of the process and the work performed. (B) If excessive heat or humidity
19 is created by the work process, the employer shall take all feasible means to reduce such excessive
20 heat or humidity to a degree providing reasonable comfort...”

21 118. Under Labor Code §1199: “Every employer or other person acting either
22 individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and
23 is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less
24 than 30 days, or by both, who does any of the following: (a) Requires or causes any employee to
25 work for longer hours than those fixed, or under conditions of labor prohibited by an order of the
26 commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by
27 an order of the commission...”
28

119. During the relevant time period, as detailed above, Defendants violated Labor Code §§ 1198 and 1199 and paragraph 15 of the IWC Wage Orders by failing to provide Plaintiff and other aggrieved employees with reasonable comfort. Defendants failed to maintain facilities or take procedures to relieve Plaintiffs and the Class members from the high temperatures they were required to endure during hot weather within the warehouse environment.

120. These practices and policies resulted in Defendants' failure to maintain temperature providing reasonable comfort in violation of Labor Code §§ 1198 and 1199 and paragraph 15 of the applicable IWC Wage Orders. Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code §§ 1198 and 1199 and paragraph 15 of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders, in an amount to be determined at trial.

ELEVENTH CAUSE OF ACTION

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

(Against All Defendants)

121. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

122. Plaintiffs, on behalf of themselves, the Employees in the Class, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

123. Plaintiffs are “persons” within the meaning of Business & Professions Code § 17204, have suffered injury, and therefore have standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

124. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in that Defendants' policy and practice failed to provide the required amount of compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiffs and

1 Class members for all hours worked, due to systematic business practices as alleged herein that
2 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
3 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
4 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
5 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

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

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

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

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

25 129. By the conduct alleged herein, Defendants have engaged and continue to engage in
26 a business practice which violates California and federal law, including but not limited to, the
27 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
28 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court

1 should issue declaratory and other equitable relief pursuant to California Business & Professions
2 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
3 competition, including restitution of wages wrongfully withheld.

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

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

13 132. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seek
14 the penalties and remedies set forth in Labor Code § 558.

15 **RELIEF REQUESTED**

16 WHEREFORE, Plaintiffs prays for the following relief:

- 17 1. For an order certifying this action as a class action;
- 18 2. For compensatory damages in the amount of the unpaid minimum wages for work
19 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
20 the filing of this action, as may be proven;
- 21 3. For liquidated damages in the amount equal to the unpaid minimum wage and
22 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 23 4. For compensatory damages in the amount of all unpaid wages, including overtime
24 and double-time pay, as may be proven;
- 25 5. For compensatory damages in the amount of the regular rate of compensation made
26 by Employees for each missed or deficient meal period where no premium pay was paid therefor
27 from four (4) years prior to the filing of this action, as may be proven;

1 6. For compensatory damages in the amount of the regular rate of compensation made
2 by Employees for each day requisite rest breaks were not provided or were deficiently provided
3 where no premium pay was paid therefor from at least four (4) years prior to the filing of this
4 action, as may be proven;

5 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

6 8. For restitution and/or damages and penalties for Defendants' failure to pay all
7 wages due twice monthly under Labor Code § 204, as may be proven;

8 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
9 for all class members in violation of Labor Code § 221, as may be proven;

10 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
11 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

12 11. For damages and civil penalties as appropriate under Labor Code §§ 1198 and 1199
13 and paragraphs 15 and 20 of the applicable IWC Wage Orders for Defendants' failure to maintain
14 reasonable temperatures in the workplace, as may be proven;

15 12. For liquidated damages pursuant to California Labor Code 1194.2(a) for failure to
16 pay minimum wage;

17 13. For restitution for unfair competition pursuant to Business & Professions Code
18 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

19 14. For an order enjoining Defendants and their agents, servants, and employees, and
20 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
21 duties adumbrated in this Complaint;

22 ///

23 ///

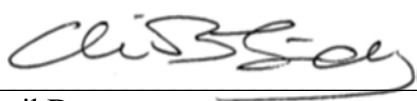
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15. For other wages and penalties under the Labor Code as may be proven;
16. For all general, special, and incidental damages as may be proven;
17. For an award of pre-judgment and post-judgment interest;
18. For an award providing for the payment 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: July 2, 2024

D.LAW, INC.

By



Emil Davtyan
David Yeremian
Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiffs ANTWOINE
TYRONE TAYLOR, CAROLINE
DELTORAL, NATIVIDAD M. QUILLIN on
behalf of themselves and all others similarly
situated

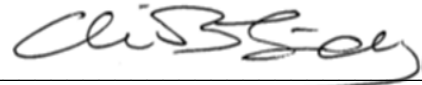
DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

DATED: July 2, 2024

D.LAW, INC.

By



Emil Davtyan
David Yeremian
Alvin B. Lindsay
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TYRONE TAYLOR, CAROLINE
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