

JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com

Assigned for All Purposes

BRANDON BROUILLETTE, ESQ. (SBN 273156)
bbrouillette@crosnerlegal.com

Judge William Cluster

ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com

CX-101

CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff DENNIS BRUNE
on behalf of the State of California and all Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

DENNIS BRUNE, on behalf of the State of
California and all Aggrieved Employees,

Case No.: 30-2024-01438723-CU-OE-CXC

Plaintiff,

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, *et seq.***

v.

ALTIVUM PACKAGING LP, a Delaware
Limited Partnership; and DOES 1-100,
inclusive,

Defendants.

1 Plaintiff, DENNIS BRUNE, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants ALTIUM
3 PACKAGING LP, a Delaware Limited Partnership; and DOES 1-100, inclusive (collectively
4 referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges
5 as follows:

6 **INTRODUCTION**

7 1. This is a representative action filed by PLAINTIFF on behalf of all Aggrieved
8 Employees and the State of California against DEFENDANTS, pursuant to California’s Private
9 Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties for
10 DEFENDANTS’ violations of the California Labor Code as alleged below.

11 **JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
13 California statutes, including but not limited to the PAGA, and decisional law and regulations.

14 3. Venue is proper in this judicial district and the County of Orange pursuant to
15 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
16 this judicial district, DEFENDANTS employed PLAINTIFF to work in this judicial district, and
17 conduct alleged by PLAINTIFF herein occurred in this judicial district. *See also Crestwood*
18 *Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is
19 proper in any county where the defendants committed Labor Code violations against some of its
20 employees). Venue is also proper pursuant to section 393 of the California Code of Civil Procedure
21 because the cause, or some part of the cause, arose in the County of Orange.

22 **THE PARTIES**

23 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
24 California and a citizen of the State of California.

25 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
26 title(s) of forklift operator and/or a similar title(s) and/or job position(s) from in or around March
27 2024 through in or around July 2024. DEFENDANTS assigned PLAINTIFF to at DEFENDANTS’
28 facilities located in Anaheim, California.

6. Defendant ALTIUM PACKAGING LP is a Delaware Limited Partnership that, at all relevant times, was authorized to do business within the State of California and is doing business in the State of California.

7. DEFENDANTS own, operate, manage and/or staff its employees to work at the manufacturing and/or processing centers, warehouse distribution centers, facilities and/or other location(s) in California, including but not limited to the manufacturing and/or processing centers, warehouse distribution centers, facilities and/or other locations in including but not limited to, Orange County, California, and other counties throughout California. DEFENDANTS, through its various locations, serve including but not limited to, the packaging and/or manufacturing industry.

8. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this Complaint to reflect the true names and capacities of the Doe Defendants when such identities become known.

9. PLAINTIFF is further informed and believes that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

JOINT LIABILITY

10. Under California law, the definition of the terms “to employ” are broadly construed under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to

1 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
2 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
3 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
4 was to reach situations in which multiple entities control different aspects of the employment
5 relationship. Supervision of the work, in the specific sense of exercising control over how services
6 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
7 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
8 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
9 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
10 California, applying a less stringent standard to what constitutes sufficient control by a business
11 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
12 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
13 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
14 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
15 employment,” *Id.* at 875 [emphasis added].

16 11. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the
17 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
18 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
19 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
20 over wages, hours and working conditions of PLAINTIFF and the Aggrieved Employees; (2)
21 suffered or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged
22 PLAINTIFF and Aggrieved Employees to work for them.

23 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
24 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
25 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
26 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
27 policies and practices regardless of the location(s) where they worked. Among other things,
28 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,

1 in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control
2 over the day-to-day operations and employment matters, including the power to hire and fire, set
3 schedules, issue employee policies, and determine rates of compensation across its locations in
4 California; (3) DEFENDANTS utilize the same policies and procedures for all California
5 employees, including issuing the same employee handbooks and other form agreements; (4)
6 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
7 employment matters; and, (6) DEFENDANTS share employees.

8 13. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
9 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Aggrieved
10 Employees upon whose behalf PLAINTIFF brings these allegations and causes of action, in that
11 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'
12 wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Aggrieved
13 Employees to work so as to be considered the joint employers of PLAINTIFF and the Aggrieved
14 Employees.

15 14. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
16 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
17 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
18 working conditions that were distributed to, and/or applied to PLAINTIFF and the Aggrieved
19 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
20 PLAINTIFF and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively
21 represented to PLAINTIFF and the Aggrieved Employees that each was an "at-will" employee of
22 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
23 and Aggrieved Employees' employment with or without cause. Upon information and belief,
24 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
25 writing the details of their compensation, and the manner in which they were to take meal and rest
26 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
27 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
28 collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved Employees' employment, including the instrumentality that resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

16. By reason of their status as joint employers of PLAINTIFF and Aggrieved Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to all Aggrieved Employees.

PAGA ALLEGATIONS

17. PLAINTIFF brings this action under the PAGA, as a representative action on behalf of the State of California and all Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said “Aggrieved Employees” include the following:

All current and former non-exempt employees that worked either directly or via a staffing agency for any one or more DEFENDANTS at any location in California at any time from one year plus 65 days from the filing of the initial Complaint through the present (“PAGA Period”).

18. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory limitations period and suffered all of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged violations.

COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS

19. PLAINTIFF, on August 20, 2024, through counsel, gave written notice by online filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that

1 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged
2 in this Complaint ("PAGA Notice"). The PAGA Notice was also sent to DEFENDANTS via
3 certified mail.

4 20. The PAGA Notice outlined PLAINTIFF's claims for violations of the California
5 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
6 Employees.

7 21. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
8 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
9 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
10 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
11 Consequently, PLAINTIFF's right to file the instant lawsuit has duly accrued.

12 22. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
13 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
14 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

15 **FACTUAL ALLEGATIONS**

16 23. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
17 title(s) of forklift operator and/or a similar title(s) and/or job position(s) from in or around March
18 2024 through in or around July 2024. DEFENDANTS assigned PLAINTIFF to at DEFENDANTS'
19 facilities located in Anaheim, California. PLAINTIFF regularly worked at least twelve (12) hours
20 per day, at least three (3) to four (4) hours per week.

21 24. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an
22 hourly basis for time counted by DEFENDANTS as hours worked. Based on information and belief,
23 DEFENDANTS also compensated Aggrieved Employees with non-discretionary compensation
24 including but not limited to, shift differential pay, non-discretionary bonus/incentive pay and/or
25 other non-discretionary compensation. For example, at times, PLAINTIFF earned shift differential
26 pay and/or other non-discretionary compensation.

27 25. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
28 PLAINTIFF and Aggrieved Employees for all ⁷hours worked, resulting in the underpayment of

1 minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved
2 Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time
3 rounding policies, and failure to relieve employees of all duties/employer control during unpaid
4 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
5 below.

6 26. Based on information and belief, DEFENDANTS implemented a policy and/or
7 practice of rounding meal period start and end times and/or automatically deducting at least
8 thirty/sixty minutes per shift for meal periods, despite having actual and/or constructive knowledge
9 that PLAINTIFF and other Aggrieved Employees were subject to DEFENDANTS' control during
10 purported meal periods and/or were otherwise not afforded lawful meal periods, depriving
11 PLAINTIFF and Aggrieved Employees of all wages owed.

12 27. Based on information and belief, Aggrieved Employees were not paid for all hours
13 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours
14 worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.

15 28. For example, based on information and belief, at times, Aggrieved Employees were
16 required to stand in line behind other employees to access DEFENDANTS' time-keeping system
17 and/or were required to spend time reinitiating DEFENDANTS' time-keeping system before they
18 could clock in for the start of their shifts and/or after completing a purported meal period.

19 29. For example, PLAINTIFF and other Aggrieved Employees were required to show
20 up to work at least approximately ten (10) minutes prior to the start of their official shift start time(s)
21 due to the employee lines they were required to stand in to use DEFENDANTS' system for clocking
22 in for their shifts; it was only after this pre-shift work that PLAINTIFF and other Aggrieved
23 Employees were permitted to clock in for the start of their shifts, resulting in significant daily
24 uncompensated work time and the underpayment of minimum and overtime wages owed to
25 PLAINTIFF and other Aggrieved Employees.

26 30. Based on information and belief, Aggrieved Employees were also pressured to
27 complete at least some additional work tasks off-the-clock in order to meet DEFENDANTS' goals
28 and expectations. For example, based on information and belief, Aggrieved Employees were

1 required to complete off-the-clock work outside of scheduled shifts due to including but not limited
2 to, work-related phone calls and/or messages they received to their phones and/or mobile devices
3 and were required to respond to, including but not limited to, communications from supervisors
4 regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to
5 Aggrieved Employees.

6 31. For example, DEFENDANTS required PLAINTIFF to make/respond to work-
7 related calls and/or messages prior to clocking in for his shifts, during unpaid meal periods, after
8 clocking out for the end of his shifts and/or otherwise outside of PLAINTIFF's scheduled shift
9 times, resulting in consistent off-the-clock work, DEFENDANTS' failure to compensate
10 PLAINTIFF for all hours worked and the underpayment of minimum and overtime wages owed to
11 PLAINTIFF.

12 32. Based on information and belief, DEFENDANTS required Aggrieved Employees to
13 be at their assigned workstations at the start of a scheduled shift, thereby forcing Aggrieved
14 Employees to gather work-related equipment and/or safety gear, make any necessary adjustments
15 to tools/equipment and/or perform maintenance/cleaning tasks, don work clothing/uniforms and/or
16 protective equipment, and/or complete other work tasks prior to their scheduled shift and/or prior to
17 clocking in/signing in, thereby resulting in pre-shift off-the-clock work.

18 33. Based on information and belief, Aggrieved Employees were required to complete
19 other off-the-clock work tasks after clocking out for the end of their shifts and/or during
20 uncompensated meal periods, resulting in off-the-clock work and the underpayment of minimum
21 and overtime wages owed to Aggrieved Employees. For example, based on information and belief,
22 DEFENDANTS required Aggrieved Employees to clock out for the end of their shifts but to
23 continue working due to the need to return/maintain tools, clean and/or organize their work
24 stations/areas, provide shift status updates and/or debriefings and/or participate in work meetings,
25 respond to work-related communications and/or perform other work tasks off-the-clock, resulting
26 in the underpayment of minimum wages and overtime wages owed to Aggrieved Employees.

27 34. Based on information and belief, DEFENDANTS did not compensate Aggrieved
28 Employees for all time spent donning and doffing personal protective equipment, safety equipment

1 and/or uniforms/work clothing (e.g., gloves, goggles/safety glasses, hats/bump caps/safety helmets
2 and/or face masks) during meal periods, before the start of a scheduled shift, and after completing a
3 scheduled shift, resulting in DEFENDANTS' failure to pay Aggrieved Employees for all work time
4 and the underpayment of minimum wages and overtime wages owed to Aggrieved Employees.

5 35. Based on information and belief, at times, DEFENDANTS' electronic employee
6 time-keeping system/app malfunctioned such that Aggrieved Employees were required to either
7 reinitiate and/or otherwise troubleshoot the system prior to being able to clock in and/or were unable
8 to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in off-
9 the-clock work and the underpayment of wages owed to Aggrieved Employees. Based on
10 information and belief, Aggrieved Employees experienced the same issues when clocking out for
11 shifts and/or back in for meal periods. This time spent under DEFENDANTS' control was not
12 recorded and not compensated and resulted in unpaid minimum wages owed to Aggrieved
13 Employees.

14 36. Based on information and belief, Aggrieved Employees were required to undergo
15 security screenings and/or other mandated screenings before and/or after a scheduled shift and/or
16 before or after clocking in/out for work, resulting in pre-shift and/or post-shift off-the-clock work.

17 37. Based on information and belief, DEFENDANTS required Aggrieved Employees to
18 undergo security screenings prior to beginning their scheduled shift and/or prior to clocking/signing
19 in and/or after completing their scheduled shift and/or after clocking/signing out, thereby, resulting
20 in pre-shift and/or post-shift off-the-clock work.

21 38. Based on information and belief, DEFENDANTS failed to pay Aggrieved
22 Employees for time they were required to spend completing orientation, policy questionnaires,
23 and/or time spent completing the onboarding process including but not limited to reviewing various
24 documents and policies provided by DEFENDANTS. Based on information and belief, this work
25 time was completed off-the-clock and was not compensated.

26 39. Based on information and belief, DEFENDANTS implemented a time-rounding
27 system that as applied systematically deprived PLAINTIFF and other Aggrieved Employees of
28 compensable time because the time-rounding system implemented by DEFENDANTS would

1 almost always, if not always, result in understating actual compensable work time.

2 40. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
3 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
4 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
5 minimum wages owed to PLAINTIFF and Aggrieved Employees as well as unpaid overtime wages
6 for those Aggrieved Employees who worked more than eight (8) hours in a day and/or more than
7 forty (40) hours in a week.

8 41. Based on information and belief, DEFENDANTS had actual and/or constructive
9 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
10 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
11 underpayment of minimum wages and overtime wages owed to Aggrieved Employees, in violation
12 of California's minimum and overtime wage laws.

13 42. Based on information and belief, DEFENDANTS failed and continue to fail to pay
14 Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours
15 per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in
16 a work week, in violation of California's overtime laws.

17 43. Based on further information and belief, DEFENDANTS implemented a time-
18 rounding system that as applied systematically deprived PLAINTIFF and other Aggrieved
19 Employees of compensable time because the time-rounding system implemented by
20 DEFENDANTS would almost always, if not always, result in understating actual compensable work
21 time.

22 44. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
23 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
24 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
25 minimum wages owed to PLAINTIFF and Aggrieved Employees as well as unpaid overtime wages
26 for those Aggrieved Employees who worked more than eight (8) hours in a day and/or more than
27 forty (40) hours in a week.

28 45. Based on information and belief, DEFENDANTS had actual and/or constructive

1 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
2 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
3 underpayment of minimum wages owed to PLAINTIFF and other Aggrieved Employees, in
4 violation of California's minimum and overtime wage laws.

5 46. Based on information and belief, DEFENDANTS failed and continue to fail to pay
6 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
7 in a week.

8 47. Based on information and belief, DEFENDANTS failed and continue to fail to pay
9 Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours
10 per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in
11 a work week, in violation of California's overtime laws.

12 48. Based on information and belief, DEFENDANTS failed to incorporate all non-
13 discretionary remuneration, including but not limited to, shift differential pay, piece
14 rate/commission compensation, bonus pay/incentive pay, multiple base rates of pay and/or other
15 non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
16 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other
17 Aggrieved Employees.

18 49. For example, as described herein, based on information and belief, DEFENDANTS
19 compensated PLAINTIFF and other Aggrieved Employees with non-discretionary bonus/incentive
20 pay and/or other non-discretionary compensation during pay periods in which PLAINTIFF and
21 other Aggrieved Employees worked overtime, however, DEFENDANTS failed to incorporate all
22 non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
23 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other
24 Aggrieved Employees.

25 50. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
26 worked shifts of at least five and one-half hours or more, entitling them to at least one meal period.
27 However, PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty
28 (30) minute first and second meal periods.

1 51. Based on information and belief, Aggrieved Employees were consistently unable to
2 take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal
3 periods, interrupted meal periods, and/or work through part or all their meal periods due to
4 understaffing, the nature and constraints of their job duties and/or commentary from supervisors
5 pressuring them to take non-compliant meal periods or skip meal periods completely.

6 52. For example, based on information and belief, at times, Aggrieved Employees were
7 forced to skip their owed meal periods completely, take late meal periods and/or were interrupted
8 during purported meal periods and/or had meal periods cut short and/or restricted to
9 DEFENDANTS' premises and/or were otherwise required to remain on-duty during unpaid meal
10 periods due to the need to continue assigned job duties.

11 53. For example, at times, PLAINTIFF was forced to take shortened, interrupted and or
12 late meal periods (i.e. after working more than five (5) hours) due to the need to complete assigned
13 job duties.

14 54. Based on information and belief, other Aggrieved Employees were consistently
15 suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods
16 interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due to
17 commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or
18 the need to meet DEFENDANTS' goals and expectations.

19 55. Based on information and belief, DEFENDANTS implemented policies and/or
20 practices that failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control
21 during unpaid meal periods.

22 56. Based on information and belief, DEFENDANTS required Aggrieved Employees to
23 complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take
24 into account when scheduling meal periods for Aggrieved Employees. Based on information and
25 belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

26 57. Based on information and belief, despite DEFENDANTS' failure to provide lawful
27 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
28 times of PLAINTIFF's and other Aggrieved Employees' meal periods and/or automatically

1 deducting at least thirty/sixty minutes per shift for missed and/or otherwise unlawful meal periods
2 despite having actual and/or constructive knowledge that PLAINTIFF and other Aggrieved
3 Employees did not receive lawful meal periods.

4 58. Moreover, per DEFENDANTS' uniform policy and practice, Aggrieved Employees
5 who worked shifts of more than ten hours did not receive a second legally compliant thirty (30)
6 minute second meal period.

7 59. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
8 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further
9 information and belief, DEFENDANTS did not have a written meal period policy, nor did
10 DEFENDANTS have any sort of compliant policy in practice.

11 60. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
12 records of the true start and end times of PLAINTIFF's and Aggrieved Employees' meal periods.
13 Based on information and belief, to the extent meal period were recorded, DEFENDANTS illegally
14 rounded the start and end times of purported meal periods resulting in PLAINTIFF and other
15 Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal
16 periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

17 61. Based on information and belief, DEFENDANTS had actual and/or constructive
18 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which
19 were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees, in
20 violation of California's meal period laws.

21 62. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
22 additional hour of wages at their respective regular rates of compensation for each workday a lawful
23 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
24 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
25 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,
26 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or
27 compensation for purposes of calculating the owed meal period premium.

28 63. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide

1 PLAINTIFF and other Aggrieved Employees with legally compliant rest periods at a rate of every
2 four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the
3 middle of the work period, as required by law.

4 64. PLAINTIFF and other Aggrieved Employees were not adequately informed,
5 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California
6 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to
7 the taking of duty-free rest periods.

8 65. Based on information and belief, DEFENDANTS did not have a have a compliant
9 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
10 practice.

11 66. For example, based on information and belief, Aggrieved Employees were at times
12 if not always unable to take compliant rest periods due to their need to complete assigned job duties
13 and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had purported
14 rest periods restricted to DEFENDANTS' premises.

15 67. For example, PLAINTIFF was frequently, if not always, unable to take compliant
16 rest periods due to their need to complete assigned job duties and/or was unable to take a net ten-
17 minute rest period in a suitable rest area and/or had purported rest periods restricted to
18 DEFENDANTS' premises.

19 68. Based on information and belief, DEFENDANTS did not have a lawful policy,
20 instruction, or practice as to the taking, timing, or duty-free nature of rest periods.

21 69. For example, based on information and belief, DEFENDANTS failed to authorize
22 and permit rest periods that were a "net" ten minutes in a suitable rest area, and instead, to the extent
23 rest periods were provided, DEFENDANTS limited PLAINTIFF and other Aggrieved Employees
24 to only ten-minute rest periods, requiring them to be back at their workstations within ten minutes
25 of leaving their work stations , in violation of California rest period law.

26 70. Based on information and belief, Aggrieved Employees' rest periods were
27 interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and
28 constraints of their job duties, and/or due to commentary from supervisors/managers pressuring

1 them to skip rest periods completely or otherwise take non-compliant rest periods.

2 71. Moreover, DEFENDANTS failed to provide any form of a third rest period on shifts
3 lasting longer than ten hours.

4 72. Based on information and belief, DEFENDANTS implemented policies and/or
5 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
6 DEFENDANTS' control during rest periods. For example, based on information and belief, at times
7 Aggrieved Employees were required to monitor and respond to work-related communication
8 devices, for example, radios and/or other work-related communication devices during rest periods
9 and thereby were not relieved of all duties and DEFENDANTS' control during rest periods.

10 73. Based on information and belief, Aggrieved Employees were pressured to complete
11 their work duties according to a designated schedule such that rest periods were only taken once
12 tasks were completed, and/or as time permitted.

13 74. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
14 which PLAINTIFF and Aggrieved Employees experienced a missed/unlawful rest period in
15 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
16 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
17 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
18 shift differential pay, and/or other non-discretionary compensation into the regular rate of
19 compensation for purposes of calculating the owed rest period premium.

20 75. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
21 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
22 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
23 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
24 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
25 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
26 applicable hourly rates in effect during the pay period and the corresponding number of hours
27 worked at each hourly rate by the employee.

28 76. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees

1 that also failed to indicate the earned gross and net wages earned during the pay period, the correct
2 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and
3 Aggrieved Employees (by virtue of rounded time entries, automatic deduction for meal
4 periods/failure to relieve Aggrieved Employees of all duties and employer control during unpaid
5 meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or
6 other off-the-clock work policies and practices) which results in a violation of Labor Code section
7 226(a).

8 77. As described herein, based on information and belief, DEFENDANTS also failed to
9 incorporate all forms of non-discretionary compensation earned during the pay period into the
10 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
11 of overtime worked by PLAINTIFF and other Aggrieved Employees.

12 78. Based on information and belief, wage statements issued by DEFENDANTS failed
13 to list all applicable hourly rates in effect during the pay period and the corresponding number of
14 hours worked at each hourly rate by the employee, in violation of including but not limited to, Labor
15 Code section 226(a)(9).

16 79. For example, based on information and belief, DEFENDANTS issued wage
17 statements to PLAINTIFF that do not provide an accurate overtime rate because instead of
18 multiplying the regular rate of pay by one and one-half, the wage statements either fail to provide
19 an accurate overtime rate of pay that incorporates all non-discretionary remuneration and/or the
20 wage statements provide at least two (2) separate overtime rate categories with each/all providing
21 corresponding rates that are either the same as the base and/or list a rate that is half the base rate of
22 pay and/or otherwise fail to list the accurate overtime rate of pay. As such, DEFENDANTS do not
23 list an accurate overtime rate anywhere on wage statements issued to Aggrieved Employees, in
24 violation of California law, including but not limited to, Labor Code section 226(a)(9).

25 80. Based on information and belief, DEFENDANTS issued wage statements to
26 Aggrieved Employees that fail to accurately list all deductions, in violation of Labor Code section
27 226(a)(4).

28 81. For example, as explained herein, DEFENDANTS regularly failed to reimburse

1 PLAINTIFF for business expenses, incurred by PLAINTIFF each pay period, thereby deducting
2 business costs from PLAINTIFF's earned wages each pay period, in violation of including but not
3 limited to, Labor Code Section 221, and further failing to itemize these deductions for business
4 costs, on PLAINTIFF's wage statements, in violation of Labor Code Section 226(a)(4).

5 82. Based on information and belief, wage statements issued by DEFENDANTS failed
6 to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid.

7 83. For example, based on information and belief, at times, DEFENDANTS issued wage
8 statements to Aggrieved Employees containing payment for hours worked during previous pay
9 periods, yet DEFENDANTS' wage statements do not include the inclusive dates of the accurate
10 pay period for that pay, further failing to list the total hours worked for the pay period, including but
11 not limited to, the total hours worked for the pay period the pay corresponds with, in violation of
12 including but not limited to, Labor Code section 226(a)(2) and/or 226(a)(6).

13 84. Separately, and independent from the above allegations, based on information and
14 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that
15 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal
16 entity that is the employer.

17 85. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
18 Employees that were not accurate and did not include all of the statutorily required information. As
19 such, DEFENDANTS violated Labor Code section 226.

20 86. **Unreimbursed Business Expenses.** Based on information and belief,
21 DEFENDANTS required PLAINTIFF and Aggrieved Employees to incur business expenses as a
22 direct consequence of the performance of their job duties without providing reimbursement, in
23 violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and Aggrieved
24 Employees were improperly required to provide and maintain work tools that are supposed to be the
25 responsibility of the employer.

26 87. Based on information and belief, DEFENDANTS shifted the costs of doing business
27 onto PLAINTIFF and other Aggrieved Employees requiring them to pay for business expenses,
28 including but not limited to, work-related hand tools/equipment, uniforms/work clothing/work

1 shoes/personal protective/safety gear, the use of Aggrieved Employees' personal vehicles, and/or
2 the use of Aggrieved Employees' personal cell phones/mobile devices, internet and/or data usage
3 for work-related purposes, including but not limited to, to receive and respond to work-related
4 messages and/or phone calls.

5 88. For example, based on information and belief, Aggrieved Employees were required
6 to receive and respond to work-related calls and/or messages from supervisors and/or other
7 employees regarding scheduling and/or other work tasks but were not reimbursed by
8 DEFENDANTS at all and/or in full for these business expenses.

9 89. For example, DEFENDANTS required PLAINTIFF to use his personal cell
10 phone/mobile device/internet usage to carry out PLAINTIFF's assigned job duties, including but
11 not limited to, to receive and respond to work-related calls and/or messages from supervisors and/or
12 other employees regarding scheduling and/or other work tasks, but PLAINTIFF was not reimbursed
13 by DEFENDANTS at all and/or in full for these business expenses.

14 90. Based on information and belief, Aggrieved Employees were not reimbursed for the
15 cost of purchasing and/or maintaining their own hand tools and/or equipment required to perform
16 their assigned job duties and/or for the costs of purchasing and/or maintaining work
17 uniforms/clothing/shoes and/or protective gear.

18 91. As explained above, based on information and belief, Aggrieved Employees were
19 not reimbursed for the cost of using their personal phone(s)/mobile device(s) for work-related
20 purposes and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work
21 shoes, personal protective/safety gear/hand tools/equipment.

22 92. Based on information and belief, DEFENDANTS regularly failed to reimburse and
23 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section
24 2802, PLAINTIFF and Aggrieved Employees were entitled to be reimbursed for all reasonable
25 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties
26 assigned by DEFENDANTS.

27 93. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
28 for all reasonable expenses associated with carrying out their duties required that Aggrieved

1 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
2 2802.

3 94. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
4 information and belief, DEFENDANTS failed to timely pay Aggrieved Employees all wages that
5 were due and owing upon termination or resignation. Based on information and belief,
6 DEFENDANTS untimely provide final wages to Aggrieved Employees without regard to the timing
7 requirements of Labor Code sections 201-202.

8 95. Upon separation of employment, Aggrieved Employees' final paychecks were not
9 timely provided, and/or were not timely provided with all owed vacation pay/ and/or paid time off
10 and/or did not include all wages owed.

11 96. Upon separation of employment, Aggrieved Employees final paychecks were not
12 timely provided, were not timely provided with all owed vacation pay and/or paid time off and/or
13 did not include all wages owed as they were devoid of, including but not limited to, all owed
14 minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid
15 time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid
16 time off paid at the final rate including non-discretionary compensation, including but not limited
17 to, all owed shift differentials).

18 97. For example, DEFENDANTS failed to furnish PLAINTIFF with any final paycheck
19 upon termination, and PLAINTIFF's late final paycheck once provided was devoid of all wages
20 owed, including, without limitation, all owed minimum wages, overtime wages, premium wages,
21 vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates (including
22 but not limited to, all owed vacation pay/paid time off paid at the final rate including non-
23 discretionary compensation, including but not limited to, all owed shift differentials).

24 98. Based on further information and belief, DEFENDANTS failed to timely provide all
25 owed wages immediately upon discharge of employment. Based on information and belief, at times,
26 Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby
27 Aggrieved Employees would not be called in for work for longer than a single pay period due to
28 including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances

1 qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at
2 the end of such periods of employment, in violation of including but not limited to Labor Code
3 section 201-202. As such, DEFENDANTS violated Labor Code sections 201 and/or 202, subjecting
4 DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256.

5 **99. Failure to Pay Vested Vacation/Paid Time Off.** Based on information and belief,
6 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
7 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
8 failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation
9 pay/paid time off paid at the final rate including non-discretionary compensation, including but not
10 limited to, any owed shift differentials) to Aggrieved Employees upon separation of employment,
11 in violation of California law, including but not limited to, Labor Code section 227.3.

12 **100.** For example, as explained herein, DEFENDANTS failed to pay PLAINTIFF all
13 owed paid time off and/or failed to pay PLAINTIFF all paid time off at the properly accrued rate(s).

14 **101. Violation of Labor Code Section 208.** Labor Code Section 208 provides: Every
15 employee who is discharged shall be paid at the place of discharge, and every employee who quits
16 shall be paid at the office or agency of the employer in the county where the employee has been
17 performing labor. All payments shall be made in the manner provided by law.

18 **102.** Based on information and belief, DEFENDANTS have a policy and practice of
19 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
20 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
21 office or agency of DEFENDANTS in the county where the work was performed, in violation of
22 Labor Code Section 208.

23 **103. Unlawful Deductions.** Labor Code section 221 prohibits an employer from
24 “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
25 to said employee.” Based on information and belief DEFENDANTS made unlawful deductions
26 from Aggrieved Employees paychecks during the relevant period including, without limitation,
27 business costs from Aggrieved Employees’ earned wages.

28 **104.** For example, as explained herein, DEFENDANTS regularly failed to reimburse

1 PLAINTIFF for business expenses incurred by PLAINTIFF each pay period, thereby deducting
2 business costs from PLAINTIFF's earned wages each pay period, in violation of including but not
3 limited to, Labor Code Section 221, and further failing to itemize these deductions for business
4 costs, on PLAINTIFF's wage statements, in violation of Labor Code section 226(a)(4).

5 105. Such a practice is in violation of including but not limited to, Labor Code Sections
6 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

7 106. **Reporting Time Pay Violations.** Section 5 of all applicable IWC Wage Orders,
8 provides as follows:

9 107. (A) Each workday an employee is required to report for work and does report, but is
10 not put to work or is furnished less than half said employee's usual or scheduled day's work, the
11 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
12 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
13 than the minimum wage. (B) If an employee is required to report for work a second time in any one
14 workday and is furnished less than two (2) hours of work on the second reporting said employee
15 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
16 minimum wage.

17 108. PLAINTIFF was not paid reporting time wages in accordance with California law,
18 including but not limited to the applicable IWC Wage Order. For example, based on information
19 and belief, at times, PLAINTIFF and/or other Aggrieved Employees reported to work for a
20 scheduled shift but were sent home and/or were not put to work and were not paid all owed reporting
21 time pay wages in accordance with California law.

22 109. Based on information and belief, DEFENDANTS have a policy and practice of
23 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
24 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
25 pay all reporting time wages to PLAINTIFF and Aggrieved Employees violated and continues to
26 violate the applicable Wage Order, and the California Labor Code, including but not limited to
27 section 1198.

28 110. **Inaccurate Records.** Based on the above-described unlawful policies and practices,

1 DEFENDANTS failed and continue to fail, to keep accurate and complete payroll records as
2 required by Labor Code sections 1174, 1198, 1199, and section 7 of all applicable Wage Orders.
3 DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as
4 required by law, including but not limited to the following records: total daily hours worked,
5 applicable rates of pay, time records showing when PLAINTIFF and other Aggrieved Employees
6 began and ended each work period, time records of meal periods, and accurate itemized wage
7 statements.

8 111. DEFENDANTS have failed and continue to fail to keep accurate and complete
9 records showing total hours worked by virtue of DEFENDANTS' time rounding, automatic meal
10 period deductions, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and
11 employer control during unpaid meal periods, failure to record the true start and end times of meal
12 periods, shift start times and shift end times, and other off-the-clock work policies and practices
13 described herein.

14 112. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
15 to provide proper paid sick leave to PLAINTIFF and other Aggrieved Employees. DEFENDANTS
16 either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the
17 sick leave rate of pay owed to PLAINTIFF and other Aggrieved Employees by failing to base the
18 accrued sick leave hours on the correct number of hours worked (as a result of the
19 rounding/automatic deduction policies and practices for meal periods and/or shift start and end
20 times/other required off-the-clock work including but not limited to unpaid meal periods) and by
21 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but
22 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
23 compensation into the sick leave pay rate calculation.

24 113. Upon information and belief, DEFENDANTS further failed to place PLAINTIFF
25 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
26 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,
27 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to
28 PLAINTIFF and other Aggrieved Employees on their wage statements or other written statement.

Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of used sick leave and the balance of paid sick leave.

114. Based on information and belief, throughout the relevant time period, DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFF and all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, PLAINTIFF and all Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

115. Upon information and belief, DEFENDANTS failed and continue to fail to comply with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

116. As such, DEFENDANTS have violated California's paid sick leave laws and unlawfully retained and continue to retain paid sick leave that should have been paid and was not as a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These unlawful practices and policies violate Labor Code sections 245-248.5.

117. Unlawful Agreements-Unlawful Criminal History Inquiries.

Unlawful Agreements.

118. Labor Code section 432.5 provides that "no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law." Based on information and belief, DEFENDANTS required Aggrieved Employees to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful meal period waivers, unlawful forum selection clauses and/or choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing

1 employment in violation of Labor Code section 432.5.

2 119. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
3 employment, continued employment, or the receipt of any employment-related benefit, require any
4 applicant for employment or any employee to waive any right...”Based on information and belief,
5 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
6 signed as a condition of employment, including but not limited to, during the onboarding process.
7 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
8 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
9 invalid waivers are otherwise unlawful under Labor Code section 432.6.

10 120. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
11 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
12 432.5.

13
14 Unlawful Inquires into Criminal History

15 121. Labor Code section 432.7 prohibits an employer from asking applicants about past
16 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
17 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
18 convictions on its employment application, in violation of California law.

19 122. Upon information and belief, DEFENDANTS, in violation of California law,
20 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
21 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
22 employment and/or otherwise impermissibly inquired into criminal history on its employment
23 application in violation of California law, and in violation of Labor code section 432.5.

24 123. **Violation of Labor Code Section 432.6.** Based on information and belief,
25 DEFENDANTS require/required Aggrieved Employees to waive their right to first and/or second
26 meal periods as a condition of working for DEFENDANTS in violation of California law. As such,
27 DEFENDANTS violated including but not limited to, Labor Code section 432.6 by virtue of
28 including but not limited to, requiring Aggrieved Employees to sign invalid meal period waivers as

1 a condition of employment and/or for threatening, retaliating and/or discriminating against and/or
2 terminating Aggrieved Employees because of their refusal to waive their meal period rights.

3 124. **Violation of Labor Code Sections 2100-2112.** Pursuant to Labor Code Sections
4 2100-2112, employers with one hundred (100) or more employees at a single warehouse
5 distribution center, or one thousand (1,000) or more employees at one or more warehouse
6 distribution centers in California are required to provide nonexempt employees, upon hire, with a
7 written description of each quota they are subject to (e.g., quantified number of tasks to be performed
8 or materials to be handled) within a defined period of time and any potential adverse employment
9 action that may result from failure to meet the quota. Labor Code Section 2102 (see below) prohibits
10 adverse employment actions against employees who fail to meet their quota if the quota was not
11 properly disclosed to the employee and prohibits quotas that prevent an employee from taking his
12 or her meal or rest breaks, use of restrooms, or that interfere with compliance with California's
13 occupational health and safety laws.

14 125. Labor Code Section 2101 provides: Each employer shall provide to each employee,
15 upon hire, or within 30 days of the effective date of this part, a written description of each quota to
16 which the employee is subject, including the quantified number of tasks to be performed or materials
17 to be produced or handled, within the defined time period, and any potential adverse employment
18 action that could result from failure to meet the quota.

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

26 127. Labor Code Section 2104 provides in pertinent part:

27 128. (a)(1) If a current or former employee believes that meeting a quota caused a
28 violation of their right to a meal or rest period or required them to violate any occupational health

1 and safety laws in the Labor Code or division standards, they have the right to request, and the
2 employer shall provide, a written description of each quota to which the employee is subject and a
3 copy of the most recent 90 days of the employee's own personal work speed data.

4 129. (2) If a former employee requests a written description of the quotas to which they
5 were subject and a copy of their own personal work speed data pursuant to paragraph (1), the
6 employer shall provide 90 days of the former employee's quotas and personal work speed data for
7 the 90 days prior to the date of the employee's separation from the employer. (b) An employer that
8 receives a written or oral request for information pursuant to subdivision (a) shall comply with the
9 request as soon as practicable, but no later than 21 calendar days from the date of the request.

10 130. Based on information and belief, during the relevant period, DEFENDANTS
11 employed 100 or more Aggrieved Employees at a single warehouse distribution center and/or
12 employed 1,000 or more Aggrieved Employees at one or more distribution centers in California
13 rendering DEFENDANTS subject to the provisions of Labor Code Sections 2100-2112, during the
14 relevant period.

15 131. Based on information and belief, DEFENDANTS had/have a policy and practice of
16 failing to provide Aggrieved Employees, upon hire, with a written description of each quota they
17 are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a
18 defined period of time and any potential adverse employment action that may result from failure to
19 meet the quota. Based on further information and belief, DEFENDANTS had/have a policy and
20 practice of subjecting Aggrieved Employees to quotas that prevented those Aggrieved Employees
21 from taking their meal and rest periods and/or using bathroom facilities and/or interfered with
22 compliance of California's occupational health and safety laws.

23 132. Based on further information and belief, DEFENDANTS have/had a policy and
24 practice of subjecting Aggrieved Employees to adverse employment actions for failure to meet a
25 quota that was not disclosed pursuant to Labor Code Section 2101 and/or did not allow them to
26 comply with meal and rest period laws and/or occupational health and safety laws, in violation of
27 Labor Code section 2102.

28 133. Based on information and belief, DEFENDANTS failed and continue to fail to timely

1 produce upon written and/or oral request by current and/or former Aggrieved Employees of the
2 belief that meeting a quota caused a violation of their right to a meal or rest period and/or required
3 them to violate any occupational health and safety laws, a written description of each quota to which
4 the employee is subject and/or a copy of the most recent 90 days of the Aggrieved Employees' own
5 personal work speed data.

6 134. As a result of DEFENDANTS' acts and omissions, DEFENDANTS violated Labor
7 Code section 2100-2112 as to Aggrieved Employees and are subject to civil penalties.

8 135. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
9 engaged in these same herein described unlawful practices, which led to violations of the California
10 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
11 unlawful practices to all of its employees that it applied to PLAINTIFF.

12 **FIRST CAUSE OF ACTION**
13 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
14 **2698, *ET SEQ.***
15 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
16 **Defendants)**

17 136. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

18 **Failure to Keep Accurate Records**

19 137. California Labor Code § 1174 requires employers to keep "accurate and complete"
20 payroll records showing, among other things, the hours worked daily by all non-exempt employees.
21 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the
22 times during which all owed meal periods were provided each day.

23 138. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate
24 and complete records as required by law, including but not limited to the following records: total
25 daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other
26 Aggrieved Employees began and ended each work period, time records of meal periods, and
27 accurate itemized wage statements.

28 139. DEFENDANTS' failure to keep "accurate and complete" payroll records for
PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under

1 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
2 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
3 period during which the referenced statutes and Wage Order provisions were violated.¹

4 **Meal Period Violations**

5 140. California law requires employers to provide employees a duty-free, uninterrupted
6 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
7 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
8 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
9 *Court* (2012) 53 Cal.4th 1004.

10 141. Employers must also provide employees with a second duty-free, uninterrupted thirty
11 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
12 be provided before the end of the 10th hour of work. *Ibid.*

13 142. Employers covered by any and all applicable IWC Wage Orders have an obligation
14 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
15 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
16 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
17 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
18 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
19 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
20 provided”).

21 143. Employers must pay employees an additional hour of wages at the employees’
22 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
23 meal period, first meal period provided after five (5) hours, second meal period provided after 10
24 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
25 provide an employee a meal period in accordance with the applicable provision of this Order, the
26 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation

27 _____
28 ¹ Labor Code § 2699(f)

1 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

2 144. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
3 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
4 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
5 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
6 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
7 periods completely.

8 145. Based on information and belief, DEFENDANTS had and continue to have a policy
9 of rounding the start and end times of employees’ meal periods and/or automatically deducting
10 thirty/sixty minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF
11 and Aggrieved Employees did not receive compliant meal periods.

12 146. Moreover, based on information and belief, Aggrieved Employees did not receive a
13 timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

14 147. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
15 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
16 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
17 violation of California's meal period laws.

18 148. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
19 periods in violation of California law and/or failed to pay the proper meal period premium for failure
20 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
21 differential pay and/or other non-discretionary compensation into the regular rate or compensation
22 for purposes of calculating the owed meal period premium.

23 149. These unlawful meal period policies and practices result in violations of Labor Code
24 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
25 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
26 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
27 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

28 **Rest Period Violations**

1 150. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
2 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
3 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
4 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
5 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
6 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
7 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
8 1029). The rest period requirement obligates employers to permit and authorize employees to take
9 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
10 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
11 257. If the employer fails to provide any required rest period, the employer must pay the employee
12 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
13 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
14 applicable IWC Wage Order, §12(B).

15 151. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
16 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
17 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
18 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
19 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
20 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
21 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
22 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
23 “onus is on the employer to clearly communicate the authorization and permission [to take rest
24 periods] to its employees.”).

25 152. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
26 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
27 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
28 to DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,

1 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
2 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

3 153. Based on information and belief, DEFENDANTS implemented policies and/or
4 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
5 employer control during rest periods. Based on further information and belief, Aggrieved
6 Employees were pressured to complete their work duties according to a designated schedule such
7 that rest periods were only taken once tasks were completed, and/or as time permitted.

8 154. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
9 first, second, or third rest periods as required by California law.

10 155. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
11 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
12 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
13 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
14 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
15 the regular rate of compensation for purposes of determining the owed rest period premium.

16 156. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
17 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
18 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

19 **Minimum and Overtime Wage Violations**

20 157. California law provides that employees in California must be paid for all hours
21 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
22 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
23 The minimum wage standard applies to each hour employees worked for which they were not paid.
24 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
25 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
26 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

27 158. California law also provides that employees in California must be paid overtime,
28 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per

1 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
2 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
3 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
4 consecutive day of work in a work week. *Ibid.*

5 159. As explained above, DEFENDANTS violated California's minimum and overtime
6 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
7 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
8 start and end times and meal period start and end times), payment according to scheduled hours
9 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during
10 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
11 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

12 160. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
13 Aggrieved Employees for all hours worked.

14 161. Based on information and belief, DEFENDANTS had actual or constructive
15 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
16 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
17 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
18 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved
19 Employees.

20 162. Based on information and belief, DEFENDANTS calculated the owed overtime
21 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
22 based on the minimum wage established for the cities and/or counties within which Aggrieved
23 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
24 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
25 above the California minimum wage rate.

26 163. Based on information and belief, DEFENDANTS failed and continue to fail to pay
27 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
28 in a week.

1 164. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved
2 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
3 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
4 violation of California's overtime laws.

5 165. Based on information and belief, DEFENDANTS further violated California's
6 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
7 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
8 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
9 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
10 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
11 other Aggrieved Employees.

12 166. Based on information and belief, at times, Aggrieved Employees that were subject
13 to an AWS, were sent home early and/or worked less hours than those that were scheduled under
14 the AWS. On such shortened shifts, Aggrieved Employees were entitled to overtime pay at 1.5 times
15 the regular rate of pay after the first eight hours of work. Instead, DEFENDANTS paid Aggrieved
16 Employees their base rate for all hours worked on the shortened shift(s) in violation of the alternative
17 workweek schedule, and in violation of California Labor Code section 510, the applicable Wage
18 Order, and Labor Code section 1198. As such, Aggrieved Employees that were subject to an AWS
19 were also deprived of all owed overtime wages when required to work shortened shifts.

20 167. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
21 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
22 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
23 Wage Orders, section 20.

24 **Statutory Wage Violations**

25 168. California Labor Code section 223 makes it unlawful for an employer to secretly pay
26 wages lower than required by statute while purporting to pay legal wages. As described above,
27 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
28 earned minimum and overtime compensation for all hours worked which resulted in the payment of

1 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
2 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
3 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
4 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
5 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
6 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
7 Labor Code § 2699(f)-(g).

8 **Refusal to Make Payment**

9 169. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
10 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
11 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all
12 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
13 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
14 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
15 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
16 each Aggrieved Employee, for each pay period during which the statute provisions were violated.²

17 **Reporting Time Pay Violations.**

18 170. Section 5 of all applicable IWC Wage Orders, provides as follows:

19 171. (A) Each workday an employee is required to report for work and does report, but is
20 not put to work or is furnished less than half said employee's usual or scheduled day's work, the
21 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
22 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
23 than the minimum wage. (B) If an employee is required to report for work a second time in any one
24 workday and is furnished less than two (2) hours of work on the second reporting said employee
25 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the

26 _____
27 ² Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 minimum wage.

2 172. PLAINTIFF was not paid reporting time wages in accordance with California law,
3 including but not limited to the applicable IWC Wage Order. For example, based on information
4 and belief, at times, PLAINTIFF and/or other Aggrieved Employees reported to work for a
5 scheduled shift but were sent home and/or were not put to work and were not paid all owed reporting
6 time pay wages in accordance with California law.

7 173. Based on information and belief, DEFENDANTS have a policy and practice of
8 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
9 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
10 pay all reporting time wages to PLAINTIFF and Aggrieved Employees violated and continues to
11 violate the applicable Wage Order, and the California Labor Code, including but not limited to
12 section 1198.

13 **Standard Conditions of Labor Violations**

14 174. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
15 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
16 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
17 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
18 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
19 minimum/overtime wages and other violations described herein result in separate violations of
20 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
21 1197.1 and 2699.

22 **Business Expense Violations**

23 175. California law requires employers to indemnify their employees for all necessary
24 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
25 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
26 Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary
27 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees
28 incurred by the employee enforcing the rights granted by this section."

1 176. Among other things, under California law, when employees must use their personal
2 cellphones for work-related purposes, the employer must reimburse them for a reasonable
3 percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228
4 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
5 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
6 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
7 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
8 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

9 177. Further, "any contract or agreement, express or implied, made by any employee to
10 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
11 any employee or his personal representative of any right or remedy to which he is entitled to under
12 the laws of this State." *See* Cal. Lab. Code section 2804.

13 178. As described above, PLAINTIFF and the Aggrieved Employees were improperly
14 required to pay for business expenses that are legally the responsibility of the employer.

15 179. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with
16 full reimbursement for all reasonable expenses associated with carrying out their duties required
17 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
18 expenses in violation of Labor Code section 2802.

19 180. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and other Aggrieved
20 Employees have suffered injury in that they were not completely reimbursed as mandated by
21 California law.

22 181. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with
23 full reimbursement for all reasonable expenses associated with carrying out their duties required
24 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
25 expenses in violation of Labor Code section 2802.

26 182. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved
27 Employees have suffered injury in that they were not completely reimbursed as mandated by
28 California law.

1 183. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
2 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
3 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
4 Code § 2802 and the applicable Wage Order.

5 **Wage Statement Violations**

6 184. California law requires every employer semi-monthly or at the time of each payment
7 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
8 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
9 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
10 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
11 is paid; (7) the name of the employee and only the last four digits of his or her social security number
12 or an employee identification number other than a social security number; (8) the name and address
13 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
14 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

15 185. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
16 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
17 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
18 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
19 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
20 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
21 effect during the pay period and the corresponding number of hours worked at each hourly rate by
22 the employee, in violation of Labor Code section 226(a)(9).

23 186. Moreover, due to violations detailed above, including but not limited to,
24 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
25 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
26 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
27 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed
28 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based

1 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
2 compensation earned during the pay period into the regular rate of pay for purposes of calculating
3 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
4 overtime worked by PLAINTIFF and other Aggrieved Employees.

5 187. As explained above, wage statements issued by DEFENDANTS failed to list the
6 “total hours worked” by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
7 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
8 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
9 described above), which results in a violation of Labor Code section 226(a). Failure to list all hours
10 worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226
11 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

12 188. Based on information and belief, wage statements issued by DEFENDANTS failed
13 to list all applicable hourly rates in effect during the pay period and the corresponding number of
14 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
15 Code section 226(a)(9).

16 189. Separately, and independent from the above allegations, based on information and
17 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that
18 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal
19 entity that is the employer.

20 190. Based on information and belief, wage statements issued by DEFENDANTS failed
21 to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid.

22 191. DEFENDANTS’ failure to accurately list all hours worked on all wage statements
23 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
24 Employees over whether they received all wages owed to them.

25 192. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
26 they could not easily determine whether they received all wages owed to them and whether they
27 were paid for all hours worked.

28 193. Moreover, as a result of DEFENDANTS’ failure to list the correct name and/or

1 address of the legal entity that is the employer, PLAINTIFF and Aggrieved Employees have suffered
2 injury as they could not contact their employer regarding any question(s) they had about wages paid.

3 194. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
4 Aggrieved Employees with accurate, itemized wage statements.

5 195. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
6 Employees have suffered injury. The absence of accurate information on their wage statements has
7 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
8 mathematical computations to determine the amount of wages owed, and will cause difficulty and
9 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
10 submission of inaccurate information about wages and amounts deducted from wages to state and
11 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
12 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
13 and pay records than if DEFENDANT had complied with its legal obligations.

14 196. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
15 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
16 during which the statute provisions were violated. ³

17 **Unlawful Deductions**

18 197. Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from
19 an employee any part of wages theretofore paid by said employer to said employee." Based on
20 information and belief, DEFENDANTS made unlawful deductions from Aggrieved Employees
21 paychecks during the relevant period. Such a practice is in violation of including but not limited to,
22 Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code
23 Section 2699.

24 198. Each violation results in a separate civil penalty, for each Aggrieved Employee, for
25 each pay period during which the statute provisions were violated. See Lab. Code §225.5
26 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
27 provided in this article, every person who unlawfully withholds wages due any employee in

28 ³ Labor Code § 226.3 (establishing that the civil penalty is 40 per employee per violation").

1 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
2 to pay each employee”).

3 **Sick Leave Violations**

4 199. DEFENDANTS violated California’s paid sick leave laws including, Labor Code
5 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
6 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
7 DEFENDANTS’ failure to account for actual hours worked (as explained above), and/or failure to
8 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
9 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
10 compensation into the sick leave pay rate calculation.

11 200. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
12 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
13 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
14 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and
15 Aggrieved Employees’ intelligent exercise of their paid sick leave.

16 201. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
17 their paid sick leave at least prior to their respective separations, for as on several occasions
18 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
19 compensation.

20 202. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
21 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
22 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
23 were entitled to the maximum number of hours accruable.

24 203. Upon information and belief, DEFENDANTS failed and continue to fail to comply
25 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
26 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
27 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
28 wages.

1 204. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

2 205. On information and belief, PLAINTIFF alleges that all of these practices were
3 experienced and continue to be experienced by other Aggrieved Employees.

4 206. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
5 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
6 seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

7 **Failure to Pay Vested Vacation/Paid Time Off**

8 207. California Labor Code section 227.3 provides that when an employer policy provides
9 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,
10 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the
11 employee's final rate in accordance with such contract of employment or employer policy respecting
12 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time
13 off upon termination.

14 208. Based on information and belief, DEFENDANTS had and continue to have a
15 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
16 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
17 to Aggrieved Employees upon separation of employment, in violation of California law, including
18 but not limited to, Labor Code section 227.3.

19 **Untimely Payment of Final Wages**

20 209. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
21 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
22 payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an
23 employee not having a written contract for a definite period quits his or her employment, his or her
24 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
25 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
26 to his or her wages at the time of quitting."

27 210. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
28 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty

1 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
2 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
3 section 256. See, *Iskanian v. CLS Transportation Orange, LLC*, 59 Cal.4th 348 (2014); see also,
4 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

5 211. Based on information and belief, upon separation of employment, Aggrieved
6 Employees' final paychecks were not timely provided, and/or were not timely provided with all
7 owed vacation pay/ and/or paid time off and/or did not include all wages owed, in violation of Labor
8 Code section 201-202. Based on information and belief, PLAINTIFF's and other Aggrieved
9 Employees' final paychecks did not include all wages owed as they are devoid of, including but not
10 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay and/or all paid
11 time off wages at the properly accrued rates (including but not limited to any owed shift differential
12 pay).

13 212. Based on information and belief, at times, Aggrieved Employees experienced breaks
14 in employment caused by DEFENDANTS whereby Aggrieved Employees would not be called in
15 for work for longer than a single pay period due to including but not limited to DEFENDANTS'
16 lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet,
17 DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in
18 violation of including but not limited to Labor Code section 201-202.

19 213. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
20 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
21 256.

22 **Violation of Labor Code Section 208**

23 214. Labor Code Section 208 provides: Every employee who is discharged shall be paid
24 at the place of discharge, and every employee who quits shall be paid at the office or agency of the
25 employer in the county where the employee has been performing labor. All payments shall be made
26 in the manner provided by law.

27 215. Based on information and belief, DEFENDANTS have a policy and practice of
28 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place

1 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
2 office or agency of DEFENDANTS in the county where the work was performed, in violation of
3 Labor Code Section 208.

4 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

5 *Unlawful Agreements.*

6 216. Labor Code section 432.5 provides that “no employer...shall require any employee
7 or applicant for employment to agree, in writing, to any term or condition which is known by such
8 employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required
9 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
10 limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or
11 nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful
12 meal period waivers, unlawful commissions agreements, unlawful forum selection clauses and/or
13 choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a condition
14 of obtaining and/or continuing employment in violation of Labor Code section 432.5.

15 217. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
16 employment, continued employment, or the receipt of any employment-related benefit, require any
17 applicant for employment or any employee to waive any right...”Based on information and belief,
18 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
19 signed as a condition of employment, including but not limited to, during the onboarding process.
20 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
21 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
22 invalid waivers are otherwise unlawful under Labor Code section 432.6.

23 218. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
24 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
25 432.5.

26 **Unlawful Inquires into Criminal History**

27 219. Labor Code section 432.7 prohibits an employer from asking applicants about past
28 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on

1 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
2 convictions on its employment application, in violation of California law.

3 220. Upon information and belief, DEFENDANTS, in violation of California law,
4 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
5 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
6 employment and/or otherwise impermissibly inquired into criminal history on its employment
7 application in violation of California law.

8 221. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
9 Code section 432.7. By asking about convictions at the application phase or prior to extending an
10 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
11 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
12 disclose arrests and/or convictions as a condition of employment.

13 **Violation of Labor Code Section 432.6**

14 222. Based on information and belief, DEFENDANTS required Aggrieved Employees to
15 sign meal period waivers that were universally signed as a condition of employment, including but
16 not limited to, during the onboarding process. Further, these invalid waivers are otherwise unlawful
17 under Labor Code section 432.6.

18 223. Labor Code Section 432.6(a) provides: “[A] person shall not, as a condition of
19 employment, continued employment, or the receipt of any employment-related benefit, require any
20 applicant for employment or any employee to waive any right...”

21 224. Labor Code Section 432.6(b) provides in pertinent part:

22 225. “An employer shall not threaten, retaliate, or discriminate against, or terminate any
23 applicant for employment or any employee because of the refusal to the waiver of any right...”

24 226. Based on information and belief, DEFENDANTS require/required Aggrieved
25 Employees to waive their right to first and/or second meal periods as a condition of working for
26 DEFENDANTS in violation of California law. As such, DEFENDANTS violated including but not
27 limited to, Labor Code section 432.6 by virtue of including but not limited to, requiring Aggrieved
28 Employees to sign invalid meal period waivers as a condition of employment and/or for threatening,

1 retaliating and/or discriminating against and/or terminating Aggrieved Employees because of their
2 refusal to waive their meal period rights.

3 **Violation of Labor Code Sections 2100-2112**

4 227. Pursuant to Labor Code Sections 2100–2112, employers with one hundred (100) or
5 more employees at a single warehouse distribution center, or one thousand (1,000) or more
6 employees at one or more warehouse distribution centers in California are required to provide
7 nonexempt employees, upon hire, with a written description of each quota they are subject to (e.g.,
8 quantified number of tasks to be performed or materials to be handled) within a defined period of
9 time and any potential adverse employment action that may result from failure to meet the quota.
10 Labor Code Section 2102 (see below) prohibits adverse employment actions against employees who
11 fail to meet their quota if the quota was not properly disclosed to the employee and prohibits quotas
12 that prevent an employee from taking his or her meal or rest breaks, use of restrooms, or that interfere
13 with compliance with California’s occupational health and safety laws.

14 228. Labor Code Section 2101 provides: Each employer shall provide to each employee,
15 upon hire, or within 30 days of the effective date of this part, a written description of each quota to
16 which the employee is subject, including the quantified number of tasks to be performed or materials
17 to be produced or handled, within the defined time period, and any potential adverse employment
18 action that could result from failure to meet the quota.

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

26 230. Labor Code Section 2104 provides in pertinent part:

27 231. (a)(1) If a current or former employee believes that meeting a quota caused a
28 violation of their right to a meal or rest period or required them to violate any occupational health

1 and safety laws in the Labor Code or division standards, they have the right to request, and the
2 employer shall provide, a written description of each quota to which the employee is subject and a
3 copy of the most recent 90 days of the employee's own personal work speed data.

4 232. (2) If a former employee requests a written description of the quotas to which they
5 were subject and a copy of their own personal work speed data pursuant to paragraph (1), the
6 employer shall provide 90 days of the former employee's quotas and personal work speed data for
7 the 90 days prior to the date of the employee's separation from the employer. (b) An employer that
8 receives a written or oral request for information pursuant to subdivision (a) shall comply with the
9 request as soon as practicable, but no later than 21 calendar days from the date of the request.

10 233. Based on information and belief, during the relevant period, DEFENDANTS
11 employed 100 or more Aggrieved Employees at a single warehouse distribution center and/or
12 employed 1,000 or more Aggrieved Employees at one or more distribution centers in California
13 rendering DEFENDANTS subject to the provisions of Labor Code Sections 2100-2112, during the
14 relevant period.

15 234. Based on information and belief, DEFENDANTS had/have a policy and practice of
16 failing to provide Aggrieved Employees, upon hire, with a written description of each quota they
17 are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a
18 defined period of time and any potential adverse employment action that may result from failure to
19 meet the quota. Based on further information and belief, DEFENDANTS had/have a policy and
20 practice of subjecting Aggrieved Employees to quotas that prevented those Aggrieved Employees
21 from taking their meal and rest periods and/or using bathroom facilities and/or interfered with
22 compliance of California's occupational health and safety laws.

23 235. Based on further information and belief, DEFENDANTS have/had a policy and
24 practice of subjecting Aggrieved Employees to adverse employment actions for failure to meet a
25 quota that was not disclosed pursuant to Labor Code Section 2101 and/or did not allow them to
26 comply with meal and rest period laws and/or occupational health and safety laws, in violation of
27 Labor Code section 2102.

28 236. Based on information and belief, DEFENDANTS failed and continue to fail to timely

1 produce upon written and/or oral request by current and/or former Aggrieved Employees of the
2 belief that meeting a quota caused a violation of their right to a meal or rest period and/or required
3 them to violate any occupational health and safety laws, a written description of each quota to which
4 the employee is subject and/or a copy of the most recent 90 days of the Aggrieved Employee's own
5 personal work speed data.

6 237. As a result of DEFENDANTS' acts and omissions, DEFENDANTS violated Labor
7 Code section 2100-2112 as to Aggrieved Employees and are subject to civil penalties.

8 238. Under the provisions of PAGA and the above mentioned Labor Code sections,
9 including but not limited to Labor Code sections 201-203, 208, 210, 216, 221-223, 225.5, 226,
10 226.7, 227.3, 245-248.6, 256, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197,
11 1197.1, 1198, 1199, 2100-2112, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders as well
12 as all interpretations of these laws by California Courts and administrative bodies, as well as any
13 other law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

14 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
15 relevant California Labor Code provisions listed herein only if permitted by the PAGA statute,
16 pursuant to Labor Code section 2699(a); and

17 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
18 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided
19 by Labor Code section 2699(f).

20 239. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
21 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

22
23 **PRAYER FOR RELIEF**

24 WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of the State
25 of California, and all Aggrieved Employees:

26 1. For civil penalties under Labor Code Section 2699;

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- 3. For reasonable attorney’s fees and costs of suit; and
- 4. For such other and further relief that the Court deems just and proper.

Dated: November 7, 2024

CROSNER LEGAL, PC

By: 

Jamie K. Serb, Esq.
Brandon Brouillette, Esq.
Zachary M. Crosner, Esq.
Attorneys for Plaintiff
DENNIS BRUNE