John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
William M. Pao (SBN 219846)
william.pao@wilshirelawfirm.com
W. Christina Chang (SBN 327168)
christina.chang@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for *Plaintiffs*
DIEGO TORRES, EMANUEL CASTILLO, EUGENE BURNS III, GABRIEL MARTINEZ BRACHO, JESUS RIOS RECIO, LORENSO ANTONIO, LUIS ANGULO CASTRO, SARAH CERVANTES, ULISES CARDENAS, GABRIEL PEREZ, and FORREST RICHARDSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

DIEGO TORRES, EMANUEL CASTILLO, EUGENE BURNS III, GABRIEL MARTINEZ BRACHO, JESUS RIOS RECIO, LORENSO ANTONIO, LUIS ANGULO CASTRO, SARAH CERVANTES, ULISES CARDENAS, GABRIEL PEREZ, and FORREST RICHARDSON, individually, and on behalf of the State of California, as individuals, *Plaintiffs*, v. DOLLAR TREE DISTRIBUTION, INC., a Virgina corporation; and DOES 1 through 10, inclusive, *Defendants*.	Case No.: 24CV100791 **NON-REPRESENTATIVE INDIVIDUAL COMPLAINT FOR:** 1. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]

Plaintiffs Diego Torres, Emanuel Castillo, Eugene Burns III, Gabriel Martinez Bracho, Jesus Rios Recio, Lorenso Antonio, Luis Angulo Castro, Sarah Cervantes, Ulises Cardenas, Gabriel Perez, and Forrest Richardson ("Plaintiffs"), on information and belief, allege as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiffs bring this action individually, and on behalf of the State of California, as individuals, against Defendant Dollar Tree Distribution, Inc., and DOES 1 through 10 (collectively referred to as "Defendants") for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq*. ("PAGA") stemming from Defendants' failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, and failure to produce requested employment records.

2. For over 50 years, California's courts and Legislature have recognized that this State's wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not ordinary debts. Because of the economic position of the average worker and his or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that employees are promptly paid the minimum/overtime wages that the Legislature has required for employees. So fundamental are California's wage-and-hour laws that the Legislature has criminalized certain types of violations. In extending extra protection to deter violations of these underlying statutes—since Plaintiffs are not seeking general and/or special damages, restitution, or other damages other than civil penalties—California has enacted PAGA to permit an individual to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

3. Plaintiffs bring this action against Defendants seeking only to recover penalties on behalf of Plaintiffs individually, and on behalf of the State of California, as individuals. Plaintiffs do not seek to recover anything other than penalties as permitted by California Labor Code Section 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiffs do not seek underlying general and/or special damages for those violations, but simply

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penalties as permitted by California Labor Code Section 2699, declaratory relief, and injunctive relief for Plaintiffs individually, , and on behalf of the State of California, as individuals, as permitted by the PAGA.

4. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Santa Clara County. As such and based upon all the facts and circumstances incident to Defendants' businesses in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

5. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiffs

7. Plaintiff Diego Torres is a resident of San Bernardino, California.
8. Plaintiff Emanuel Castillo is a resident of San Bernardino, California.
9. Plaintiff Eugene Burns III is a resident of Rialto, California.
10. Plaintiff Gabriel Martinez Bracho is a resident of Adelanto, California.
11. Plaintiff Jesus Rios-Recio is a resident of Ontario, California.
12. Plaintiff Lorenso Antonio is a resident of Rialto, California.
13. Plaintiff Luis Angulo Castro is a resident of Rialto, California.
14. Plaintiff Sarah Cervantes is a resident of San Bernardino, California.
15. Plaintiff Ulises Cardenas is a resident of Fontana, California.

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16. Plaintiff Gabriel Perez is a resident of Hesperia, California.

17. Plaintiff Forrest Richardson is a resident of San Jacinto, California.

B. Defendants

18. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Dollar Tree Distribution, Inc. is, and at all times herein mentioned, was:

(a) A business entity conducting business in numerous counties throughout the State of California, including Santa Clara County; and,

(b) The former employer of Plaintiffs, because Defendant Dollar Tree Distribution, Inc. suffered and permitted Plaintiffs to work; and/or controlled their wages, hours, or working conditions; and or engaged Plaintiffs, thereby creating a common law employment relationship.

19. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants were in some manner legally responsible for the damages suffered by Plaintiffs as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

20. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs in the State of California.

21. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege 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

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Los Angeles, CA 90010-1137

for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

22. Plaintiff Diego Torres worked for Defendants as an Order Selector in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately 2010 to present.

23. Plaintiff Emanuel Castillo worked for Defendants as a Loader in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately March 2010 to approximately November 2023.

24. Plaintiff Eugene Burns III worked for Defendants in the Shipping Department in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately March 2012 to present.

25. Plaintiff Gabriel Martinez Bracho worked for Defendants as an Equipment Operator in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately April 2013 to approximately April 2024.

26. Plaintiff Jesus Rios-Recio worked for Defendants as an Order Selector in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately 2014 to present.

27. Plaintiff Lorenso Antonio worked for Defendants in the Shipping Department in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately May 2013 to approximately September 2023.

28. Plaintiff Luis Angulo Castro worked for Defendants as an Equipment Driver in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately August 2013 to approximately October 2023.

29. Plaintiff Sarah Cervantes worked for Defendants as a Wave Control Clerk in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately 2015 to present.

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30. Plaintiff Ulises Cardenas worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately 2010 to present.

31. Plaintiff Gabriel Perez worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately May 2022 to approximately May 2024.

32. Plaintiff Forrest Richardson worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately August 2013 to present.

33. At all times, Defendants paid Plaintiffs an hourly wage and classified Plaintiffs as non-exempt from overtime.

34. Throughout Plaintiffs' employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

A. **Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages**

35. Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

36. Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

37. Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

38. Throughout the statutory period, Defendants, at times, failed to pay for all hours worked, including minimum wages, straight time, and overtime wages. Defendants, at times, required Plaintiffs to work "off-the-clock," uncompensated, by, for example, requiring Plaintiffs to perform work during uncompensated meal periods and/or requiring Plaintiffs to perform work

after clocking out for the workday. By way of example, Plaintiff Bracho, Plaintiff Castro, Plaintiff Cervantes, and Plaintiff Mosley were required to discuss work-related matters with supervisors and managers before clocking in at the beginning of their shifts and/or after clocking out at the end of their shifts. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed, at times, to maintain accurate records of the hours Plaintiffs worked.

B. Failure to Provide Meal Periods

39. Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the end of the fifth hour of work in a workday, and to allow employees to take their second 30-minute meal period no later than the end of the tenth hour of work in a workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with a required meal period(s).

40. Despite these legal requirements, Defendants wrongfully failed, at times, to provide Plaintiffs, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law. Defendants also continued to assert control over Plaintiffs, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs permission to take a meal period under the conditions required by law, and without properly compensating Plaintiffs for meal periods that were not provided as required by law. By way of example, Plaintiffs regularly experienced late meal periods due to the high workloads, which required Plaintiffs to complete work duties before being able to take their meal periods. Plaintiffs also regularly experienced interrupted meal periods due to work-related questions from supervisors and managers. Defendants also failed, at times, to permit Plaintiffs to take a second meal period when Plaintiffs worked at least ten hours of work in a workday. Accordingly, Defendants failed, at times, to provide meal periods to Plaintiffs in compliance with California law.

41. Plaintiffs are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, at times, failed

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to pay Plaintiffs the additional wages to which they were entitled for meal periods that were not provided.

C. Failure to Authorize and Permit Rest Breaks

42. Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

43. Throughout the statutory period, Defendants have, at times, wrongfully failed to authorize and permit Plaintiffs to take legally compliant rest periods in a manner required by law. Defendants, at times, also required Plaintiffs to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), and without properly compensating Plaintiffs for rest periods that were not authorized or permitted. Instead, among other things, Defendants continued to assert control over Plaintiffs by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, and by denying Plaintiffs permission to take a rest period under the conditions required by law. By way of example, Plaintiffs regularly experienced interrupted rest breaks due to work-related questions from supervisors and managers. Accordingly, Defendants failed, at times, to authorize and permit Plaintiffs to take rest periods in compliance with California law.

44. Plaintiffs are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest periods. Defendants, however, at times, failed to pay Plaintiffs the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

D. Failure to Pay All Earned Wages Twice Per Month

45. Based on Defendants' failure to pay Plaintiffs for all wages as discussed above, Defendants also violated Labor Code § 204.

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46. Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, Defendants, at times, failed and refused to pay the employees all wages due, and failed, at times, to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages not paid, and Plaintiffs suffered damages in those amounts.

E. <u>Failure to Maintain Accurate Records of Hours Worked and Meal Periods</u>

47. Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

48. Defendants, however, at times, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiffs.

49. Defendants' failure to provide and maintain records required by the California Labor Code and applicable IWC Wage Orders deprived Plaintiffs the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiffs had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform Defendants' obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiffs have

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also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

F. Failure to Timely Pay All Wages at Termination

50. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

51. Within the applicable period, the employment of some of, but not all Plaintiffs ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated.[1] However, during the relevant time period, Defendants at times failed, and continue to fail, to pay Plaintiffs, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

52. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

53. Accordingly, some of, but not all Plaintiffs are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

[1] Plaintiffs Diego Torres, Eugene Burns III, Jesus Rios-Recio, Sarah Cervantes, Ulises Cardenas, and Forrest Richardson are currently still employed by Defendants.

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G. Failure to Furnish Accurate Itemized Wage Statements

54. Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code § 226(e)(2)(B)(iii).)

55. The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Labor Code § 226(e)(1).)

56. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Because Defendants violated Labor Code § 226, Plaintiffs suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiffs are entitled to recover damages from Defendants including the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) dollars per employee, or as

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otherwise permitted by PAGA based upon all bases of liability.

H. Failure to Indemnify for Necessary Expenditures

57. Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the period applicable to this cause of action, Defendants wrongfully required Plaintiffs to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs paid out-of-pocket for necessary employment-related expenses, [including, without limitation, cell phone expenses, steel toe boots, and personal protective equipment]. Plaintiffs incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed, at times, to indemnify Plaintiffs for these employment-related expenses.

58. As a result, Defendants are liable to Plaintiffs for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiffs for necessary business expenditures.

I. Failure to Produce Requested Employment Records

59. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

60. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee’s performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Failure to comply with these requests allows

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for a civil penalty seven hundred fifty dollars ($750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

61. Pursuant to California Labor Code § 432, if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request.

62. As set forth above, Plaintiffs are current and former employees of Defendants.

63. Plaintiffs sent written requests through Plaintiffs' counsel to Defendants for Plaintiffs' personnel files, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226, 1198.5, and 432. By way of example, Defendants failed to timely produce the requested employment records for Plaintiffs Diego Torres, Eugene Burns III, Lorenso Antonio, Luis Angulo Castro, and Ulises Cardenas.

64. Defendants violated California Labor Code §§ 226, 1198.5, and 432 by failing to timely produce the required records requested by Plaintiffs.

65. Pursuant to California Labor Code § 1198.5, Plaintiffs are entitled to a penalty of seven hundred fifty dollars ($750) from Defendants, injunctive relief in the form of compliance with section 1198.5, and attorneys' fees and costs.

66. Pursuant to California Labor Code § 226, Plaintiffs are entitled to a penalty of seven hundred fifty dollars ($750) from Defendants, injunctive relief in the form of compliance with section 226, and attorneys' fees and cost.

FIRST CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq.)

67. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as though fully set forth herein.

68. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Orders.

69. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law,

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3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself or himself and other current or former employees pursuant to the procedures specified in Section 2699.3."

70. Plaintiffs gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiffs, including the facts and theories to support the violations. Plaintiffs also paid the filing fee. Plaintiffs' PAGA case numbers are LWDA-CM-1015034-24 (*Shane Greene, et al. v. Dollar Tree Distribution, Inc.*.) and LWDA-CM-1044122-24 (*Sarah Cervantes, et al. v. Dollar Tree Distribution, Inc.*). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Plaintiffs hereby commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

71. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties individually, on behalf of the State of California. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

72. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, individually, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages),

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Los Angeles, CA 90010-1137

failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage statements, failing to indemnify for necessary expenditures, and failing to produce requested employment records;

2. An award of civil penalties on behalf of Plaintiffs, individually, and on behalf of the State of California, pursuant to PAGA;

3. Pre-judgment and post-judgment interest at the maximum rate allowed;

4. Attorneys' fees and costs reasonably incurred;

5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

6. Such other and further relief that the Court deems proper.

Dated: November 22, 2024

WILSHIRE LAW FIRM, PLC

JOHN G. YSLAS
WILLIAM M. PAO
W. CHRISTINA CHANG
Attorneys for *Plaintiffs*
DIEGO TORRES, EMANUEL CASTILLO, EUGENE BURNS III, GABRIEL MARTINEZ BRACHO, JESUS RIOS RECIO, LORENSO ANTONIO, LUIS ANGULO CASTRO, SARAH CERVANTES, ULISES CARDENAS, GABRIEL PEREZ, and FORREST RICHARDSON

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3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137