

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler (SBN 187998)
Justin A. Wheeler (SBN 342226)
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com

*Attorney for Plaintiff as an Aggrieved
Employee, and on behalf of all other Aggrieved
Employees*

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
12/30/2024 11:18 AM
By: Alyssa Leber, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO JUSTICE CENTER**

GRACIELA SANDOVAL, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys General Act of 2004 ("PAGA"),

Plaintiff,

v.

GPA LOGISTICS GROUP, INC., a California
corporation; GPA LOGISTICS FREIGHT,
LLC, California Limited Liability Company;
MDRN STAFFING INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

CASE NUMBER: CIVSB2438346

**COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 ("PAGA")**

[California Labor Code § 2698 *et seq.*]

1 This is a representative action, pursuant to the Labor Code Private Attorneys General Act
2 of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), brought on behalf of Plaintiff,
3 Graciela Sandoval, as an Aggrieved Employee, (“Plaintiff”), against GPA Logistics Group, Inc.
4 (“GPA Group”), GPA Logistics Freight, LLC (“GPA Logistics”) and MDRN Staffing Inc.
5 (“MDRN”) (herein collectively referred to as “Defendants”) and any of its respective
6 subsidiaries or affiliated companies within the State of California, and DOES 1 through 10 as
7 further defined below, as a proxy of the Labor and Workforce Development Agency of the State
8 of California (“LWDA”), on behalf of all other current and former non-exempt employees of
9 Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains
10 to the alleged claims for failure to comply with Labor Code §§201, 202, 203, 226, 226.7, 510,
11 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100, 2102, 2103, 2104, 2698, 2699, 2800,
12 2802, 2810.3(d), 6401.7, 6401.9, 6721, California Code of Regulations, Title 8, Sections 3395
13 and 3396, IWC Wage Orders 4-2001, 9-2001, Sections 3, 4, 7, 11-12, 18, and all other applicable
14 IWC Wage Orders and sections, on behalf of all employees of Defendants working within the
15 Civil Penalty Period (collectively, “Aggrieved Employees”). Plaintiff makes the following
16 allegations on information and belief, except as to allegations pertaining to Plaintiff, which are
17 based on her personal knowledge.

18 **INTRODUCTION**

19 1. MDRN is a private staffing company that provides temporary non-exempt, hourly
20 employees to work for its clients such as Defendants, GPA Group and GPA Logistics.

21 2. GPA Group is a business which provides warehouse, storage and third-party
22 logistics services in addition to packaging and storing products from small parcels to oversized
23 pallet products.

24 3. GPA Logistics is a business which provides warehouse, storage and third-party
25 logistics services in addition to packaging and storing products from small parcels to oversized
26 pallet products.

27 4. As private, for-profit businesses, Defendants operate four (4) or more warehouses
28 and logistics facilities and have jointly implemented common policies and practices that have

1 resulted in systemic violations of California's wage and hour laws.

2 5. As private, for-profit businesses, Defendants implemented common policies and
3 practices that resulted in systemic violations of California's wage and hour laws. Defendants
4 have failed to implement adequate practices to protect the rights of their employees, particularly
5 in light the nature of their businesses, which is to maximize profits.

6 6. Defendants attempt to maximize profits by among other methods, understaffing
7 their facilities and denying employees the ability to take meal, recovery and rest breaks.

8 7. Defendants have implemented unlawful written policies with respect to meal,
9 recovery and rest breaks. Defendants also require their non-exempt employees, who are informed
10 that the needs of the businesses take top priority, to work through meal and rest breaks, to take
11 untimely meal periods and to remain on call during such breaks. As a result, Plaintiff and other
12 Aggrieved Employees have been denied the ability to take the meal, recovery and rest breaks that
13 they were and are legally entitled to take.

14 8. Moreover, Defendants have uniformly failed to pay Plaintiff and other Aggrieved
15 Employees proper overtime wages due the fact that they improperly calculate the highest regular
16 rate of pay based upon nondiscretionary bonus and commission payments; and willfully turn a
17 blind eye to off-the-clock work that Plaintiff and other non-exempt employees perform as a
18 direct consequence of Defendants' understaffing and imposition of an unreasonable workload.

19 9. Defendants also failed to provide for recovery periods and implement Heat &
20 Temperature Illness Program, in violation of Labor Code §§6721, Sections 3395 and
21 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria
22 Isabel Vasquez Jimenez heat illness standard, and Defendants failed to implement a
23 workplace violation policy, in violation of Labor Code §§6401.7 and 6401.9, in addition
24 to other violations of the California Labor Code.

25 **JURISDICTION AND VENUE**

26 10. The Superior Court of the State of California has jurisdiction in this matter because
27 Plaintiff is a citizen and resident of the State of California, and Defendants are authorized and/or
28 regularly conduct business in, the State of California.

11. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus reasonable attorneys’ fees and costs, for all other Aggrieved current and former employees of Defendants during the Civil Penalty Period. Plaintiff does not seek to assert her own claim for civil penalties under PAGA as part of this Action.

12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

13. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendant violated, *inter alia*, Labor Code §§201, 202, 203, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100, 2102, 2103, 2104, 2698, 2699, 2800, 2802, 2810.3(d), 6401.7, 6401.9, 6721, California Code of Regulations, Title 8, Sections 3395 and 3396, IWC Wage Orders 4-2001, 9-2001, Sections 3, 4, 7, 11-12, 18, and all other applicable IWC Wage Orders and sections.

14. Labor Code Section 2699, subdivisions (a) and (g), authorizes aggrieved employees on behalf of all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3 without asserting a claim to bring Plaintiff’s own claim for civil penalties under PAGA. (*See, e.g., Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal.App.5th 533.) Specifically, Plaintiff does not seek to recover Plaintiff’s 35% share of civil penalties for the particular Labor Code violations Plaintiff experienced. Rather, this is a purely representative PAGA action wherein Plaintiff seeks to recover all civil penalties for the Labor Code violations experienced by third-party Aggrieved Employees and the State of California’s

65% of the civil penalties for the Labor Code violations Plaintiff and the other Aggrieved Employees experienced.

15. Venue is proper in this judicial district and the County of San Bernardino, California since Defendants maintains in Ontario, California, a city located within the County of San Bernardino, in addition Defendants' unlawful actions and omissions, as set alleged herein, occurred in the County of San Bernardino.

16. Defendants employed Plaintiff and other Aggrieved Employees within the State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and other Aggrieved Employees.

THE PARTIES

17. Plaintiff is a citizen of the State of California and currently resides in San Bernardino County. During the relevant time period, Plaintiff was employed by Defendants as a warehouse worker.

18. Plaintiff is informed and believes, and thereon alleges, that Defendant GPA Group is, and at all times relevant hereto were, is a limited liability company organized and existing under the laws of the State of California. Defendant GPA Group is authorized to conduct business and does conduct business in the State of California.

19. Plaintiff is informed and believes, and thereon alleges, that Defendant GPA Logistics is, and at all times relevant hereto were, is a limited liability company organized and existing under the laws of the State of California. Defendant GPA Logistics is authorized to conduct business and does conduct business in the State of California.

20. Plaintiff is informed and believes, and thereon alleges, that Defendant MDRN is, and at all times relevant hereto was, and is a corporation organized and existing under the laws of the State of California and license to do business in the State of California.

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

1 employer and/or joint employer of Plaintiff and the other aggrieved employees.

2 22. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
3 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy or
4 integrated enterprise. Managing agent, and/or principal of the co-Defendants, and in performing
5 the acts mentioned below was acting, at least in part, within the course and scope of that authority
6 as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or
7 principal with the permission and consent of the co-Defendants. Plaintiff also alleges that the acts
8 of each Defendant are legally attributable to the other Defendants.

9 23. Plaintiff is informed and believes, and based thereon alleges, that each of the
10 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal,
11 joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining
12 Defendants, and was acting, at least in part, within the course and scope of such employment and
13 agency, with the express and implied permission, consent and knowledge, approval and/or
14 ratification of the other Defendants. The above co-Defendant, managing agents, and supervisors,
15 aided, abetted, condoned, permitted, approved, authorized, and/or ratified the unlawful acts
16 described herein.

17 24. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
18 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff
19 is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
20 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other
21 aggrieved employees' injuries and damages, as alleged herein, were proximately caused by the
22 conduct of such DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint
23 to allege the true names and capacities of such DOE defendants when ascertained.

24 **NOTICE PURSUANT TO LABOR CODE §2810.3(d)**

25 25. On October 23, 2024, Plaintiff provided Defendants with notice pursuant to Labor
26 Code §2810.3 with regard to potential joint liability based upon violations of the Labor Code as
27 provided herein. MDRN, for all purposes of this action, is a the "labor contractor" pursuant to
28 Labor Code §2810.3 and GPA Group and GPA Logistics are "client employers" and shall share

any and all civil liability for all of the Aggrieved Employees supplied by MDRN for any and all penalties imposed as a result of this action.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

26. On October 23, 2024, Plaintiff gave written notice by certified mail pursuant to California Labor Code § 2699.3, to the California Labor and Workforce Development Agency (“LWDA”) and Defendants, of the specific provisions of the California Labor Code and IWC Wage Order alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days from October 23, 2024 postmark date of his written notice before filing this action, Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under the California Private Attorneys General Act of 2004 (“PAGA”).

27. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of the State of California, and all other aggrieved employees (e.g., current and former non-exempt employees of Defendants and performed work for Defendants in the State of California at any time within the period beginning one (1) year prior and sixty-five (65) days prior to the October 23, 2024 notice Plaintiff provided to the LWDA and Defendants, and ending at the time this action proceeds to final judgment (“statute of limitations period”).

FACTUAL ALLEGATIONS

Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7, 512, 558; § 11 of the Applicable IWC Wage Order]

28. During the statute of limitations period, as part of Defendants illegal policies and practices to minimize labor costs and maximize corporate profits, Defendants have required, permitted or otherwise suffered Plaintiff and Aggrieved Employees to perform work during their meal periods, to completely skip their meal periods, to take late and short meal periods, and Defendants have otherwise failed to provide the required meal periods to Plaintiff and Aggrieved Employees as required under California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable IWC Order.

1 29. Defendants have implemented several practices that have caused Plaintiff and
2 Aggrieved Employees to systematically miss and otherwise take non-compliant meal periods.
3 Defendants systematically understaff their facilities such that non-exempt employees are given so
4 much work to complete that they regularly miss or otherwise take non-compliant meal periods. As
5 a direct consequence of this understaffing, Plaintiff and Aggrieved Employees have so much work
6 to complete within their scheduled shifts due to their quotas and/or workloads, they are forced to
7 skip their meal periods altogether, to take them after working longer than five (5) hours, to perform
8 work during their meal periods, or return to work after taking less than a thirty (30) minute meal
9 period.

10 30. There are also frequent occasions when Plaintiff and Aggrieved Employees need to
11 perform other duties immediately before the time during which they are legally entitled to take a
12 meal period. Pursuant to Defendants' policies, Plaintiff and Aggrieved Employees cannot simply
13 drop their urgent job duties to take a meal period. Moreover, Defendants failed to provide Plaintiff
14 and the other Aggrieved Employees with their applicable quotas regarding the performance work
15 and production. Consequently, Plaintiff and Aggrieved Employees regularly miss meal periods,
16 take late meal periods, return early from meal periods, and even clock out for meal periods but
17 continue working.

18 31. Despite the foregoing, Defendants have implemented a policy and practice of
19 actively discouraging the issuance of meal period premium payments, and in the process,
20 Defendants have also violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage
21 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by
22 failing to compensate Plaintiff and Aggrieved Employees who were not authorized and permitted
23 to take a complete, timely, uninterrupted meal period, one additional hour of compensation at the
24 proper regular rate of pay for each workday that such a meal period was not authorized or
25 permitted. Defendants also implemented an unlawful meal period policy by compensating Plaintiff
26 and Aggrieved Employees for interrupted meal periods only for their actual work time, as opposed
27 to paying them legally required premiums. Finally, Defendants implemented a de facto "auto-
28 deduct" meal period policy paying Plaintiff and the other Aggrieved Employees based upon their

1 meal period schedules and not actual meal periods taken, and other illegal methods.

2 32. Defendants also violated California Labor Code § 226.7, § 11 of the applicable
3 IWC Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*,
4 by failing to pay Plaintiff and other Aggrieved Employees who were not provided with a meal
5 period, in accordance with the applicable wage order, one additional hour of compensation at the
6 proper regular rate of pay, including but not limited to, shift differentials, nondiscretionary
7 bonuses, etc., for each workday that a rest break was not provided.

8 **Failure to Provide Required Rest Breaks**

9 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

10 33. During the statute of limitations period, as part of Defendants' illegal policies and
11 practices to minimize labor costs and maximize corporate profits, Defendants have failed to
12 authorize and permit Plaintiff and other Aggrieved Employees to take rest breaks as required under
13 California Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

14 34. The same common policies and practices that deprive Plaintiff and other aggrieved
15 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability
16 to take their first and second and third rest breaks. As alleged herein, Defendants understaff their
17 facilities, which creates so much work for Plaintiff and other Aggrieved Employees that they are
18 frequently unable to take rest breaks. Moreover, the quotas imposed by Defendants imposes so
19 much work on Plaintiff and the other Aggrieved Employees, they are not afforded timely rest
20 periods.

21 35. Defendants also do not provide adequate training regarding their legal obligations
22 with respect to the provision of rest breaks, do not implement a schedule regarding rest breaks for
23 non-exempt employees, Defendants do not post the required wage and hour posters, including but
24 not limited to, the appropriate IWC Wage Order poster, at the workplace, nor do Defendants
25 provide adequate training regarding the legal obligations to provide rest breaks to Plaintiff and
26 Aggrieved Employees, and neither Defendants implemented an adequate schedule regarding rest
27 breaks for non-exempt employees. In short, Defendants essentially have a non-existent rest break
28 policy, as there is no guidance or specification as to when Plaintiff and other Aggrieved Employees

1 are authorized and permitted to take rest breaks during their shifts. This common policy (or lack
2 thereof) has caused widespread missed rest breaks and systematic violations of California Labor
3 Code §§ 226.7 and 512, and IWC Order No. 9-2001, § 12.

4 36. Defendants also violated California Labor Code § 226.7, § 12 of the applicable
5 IWC Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*,
6 by failing to pay Plaintiff and other Aggrieved Employees who were not provided with a rest break,
7 in accordance with the applicable wage order, one additional hour of compensation at the proper
8 regular rate of pay, including but not limited to, shift differentials, nondiscretionary bonuses, etc.,
9 for each workday that a rest break was not provided.

10 **Failure to Provide Required Recovery Periods**

11 **[Cal. Lab. Code §§ 226.7; California Code of Regulations, Title 8, Section 3395]**

12 37. At all times relevant herein, as part of Defendants' illegal payroll policies and
13 practices to deprive their non-exempt employees of all wages earned and due, Defendants failed
14 to permit Plaintiff and Aggrieved Employees to take recovery periods as required under Cal.
15 Lab. Code § 226.7 and California Code of Regulations, Title 8, Section 3395. Defendants were
16 and are required to provide recovery or "cooldown" periods for the Aggrieved Employees in
17 order to prevent heat illness.

18 38. Aggrieved Employees in areas performing intense manual labor as assigned by
19 Defendants. This work is performed over the course of many hours in temperatures regularly
20 exceeding 80 degrees Fahrenheit, and often over 100 degrees Fahrenheit. Despite these work
21 conditions, Defendants have failed to implement an adequate policy or practice of providing
22 recovery periods for Aggrieved Employees. Moreover, Defendants have similarly failed to make
23 effort to comply with heat illness prevention regulations and providing for recovery periods or by
24 supplying sufficient amounts of drinking water, or other methods intended to reduce heat illness.
25 For example, there are times when Defendants do not provide Aggrieved Employees with
26 drinking water during an entire workweek or time to cooldown. As with meal and rest breaks,
27 Defendants failed to provide Aggrieved Employees with any written documents informing them
28

1 of their rights to take recovery periods, and thus they were not aware of their rights to recovery
2 periods and thus did not take them.

3 39. Defendants further violated Cal. Lab. Code §226.7, and the California Unfair
4 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Aggrieved
5 Employees who were not provided with a recovery period, one additional hour of compensation
6 at the proper regular rate of pay for each workday that a recovery period was not provided.

7 **Failure to Pay Overtime Wages**

8 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

9 40. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC
10 Order, Defendants are required to compensate Plaintiff and other Aggrieved Employees for all
11 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
12 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
13 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
14 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
15 seventh consecutive day of work in any workweek.

16 41. During the statute of limitations period, Defendants have failed to compensate
17 Plaintiff and other Aggrieved Employees for all overtime hours worked as required under the
18 foregoing provisions of the California Labor Code and IWC Wage Order by, among other
19 methods: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
20 provided by California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring,
21 permitting or suffering Plaintiff and other Aggrieved Employees to work off-the-clock, and to
22 work through meal, recovery and rest breaks, but not compensating them for this time, improperly
23 calculating the regular rate of pay based on shift differential and other remuneration, and other
24 methods to be discovered. Finally, Defendants pay Plaintiff and the other Aggrieved Employees
25 based upon their schedules and not actual time worked resulting in the underpayment of wages
26 and other methods yet to be discovered.

27 42. Defendants have knowingly and willfully refused to perform their obligations to
28 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in

1 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

2 **Failure to Pay Minimum Wages**

3 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

4 43. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage
5 Order, payment to an employee of less than the applicable minimum wage for all hours worked in
6 a payroll period is unlawful.

7 44. During the statute of limitations period, the hourly rates for Plaintiff and other
8 Aggrieved Employees were precisely at California minimum wage. Based on this common
9 practice, Defendants failed to pay Plaintiff and other Aggrieved Employees minimum wages for
10 all hours worked by requiring, permitting or suffering Plaintiff and other Aggrieved Employees to
11 work off the clock, such as requiring them to work through meal and rest breaks but not
12 compensating them for this time, and failing to include this time in all hours worked, and other
13 methods to be discovered. Moreover, Defendants compensate Plaintiff and the other Aggrieved
14 Employees based upon their schedules and not actual hours worked, resulting in the underpayment
15 of wages, and other methods yet to be discovered.

16 45. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and
17 § 4 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations,
18 Plaintiff and other Aggrieved Employees have been damaged in an amount according to proof at
19 trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and any
20 other applicable law, Plaintiff and other Aggrieved Employees are entitled to recover the unpaid
21 balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses,
22 and costs of suit.

23 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

24 **[Cal. Lab. Code §§ 201 - 203]**

25 46. Pursuant to California Labor Code § 201, 202 and 203, Defendants are required to
26 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
27 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
28 at the time of discharge are due and payable immediately.

1 47. Furthermore, pursuant to California Labor Code § 202, Defendants are required to
2 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or
3 her employment, unless the employee provided 72 hours previous notice of his or her intention to
4 quit, in which case the employee is entitled to his or wages at the time of quitting.

5 48. California Labor Code § 203 provides that if an employer willfully fails to pay, in
6 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
7 quits, the employer is liable for waiting time penalties in the form of continued compensation to
8 the employee at the same rate for up to 30 workdays.

9 49. During the statute of limitations period, Defendants have willfully failed to pay
10 accrued wages and other compensation to Plaintiff and other Aggrieved Employees in accordance
11 with California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide
12 Plaintiff and other Aggrieved Employees with their final paychecks within the timeframes required
13 under California law. In addition, because Defendants have failed and continue to fail to properly
14 compensate Plaintiff and other Aggrieved Employees for all hours worked when due, overtime
15 wages, and compensation for non-compliant meal and rest breaks, Defendants have also willfully
16 failed and continue to fail to pay accrued wages and other compensation to Plaintiff and other
17 Aggrieved Employees in accordance with California Labor Code §§ 201 and 202.

18 **Failure to Furnish Accurate Itemized Wage Statements**

19 **[Cal. Lab. Code § 226(a); § 7 of the Applicable IWC Wage Order]**

20 50. During the statute of limitations period, Defendants have routinely failed to provide
21 Plaintiff and other Aggrieved Employees with timely and accurate itemized wage statements.
22 Defendants' pay stubs violate Labor Code § 226 on their face by, failing to list the applicable rates
23 of pay for regular and overtime hours worked by Plaintiff and Aggrieved Employees. Further,
24 Defendants were and are not providing Plaintiff and other Aggrieved Employees with proper meal
25 periods, recovery and rest breaks but intentionally fails to include in their wage statements one (1)
26 additional hour of compensation at their regular rates of pay for each non-compliant meal periods,
27 recovery periods or rest breaks which include but not limited to, shift differentials,
28 nondiscretionary bonuses, etc., for Plaintiff and the other aggrieved employees. In addition, during

1 a portion of the statute of limitations period, Defendants' wage statements fail to list the names
2 and addresses of each and every legal entity which employed Plaintiff and the other aggrieved
3 employees in violation of Labor Code §226, and other methods to be discovered.

4 51. In order to conceal their wage theft, Defendants knowingly and intentionally failed
5 to provide Plaintiff and other Aggrieved Employees with timely and accurate itemized wage
6 statements in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

7 52. Plaintiff and other Aggrieved Employees suffered injury as a result of Defendants'
8 failure to provide timely and accurate itemized wage statements and prevented them from
9 discovering the scope and extent of Defendants' violations of California wage and hour laws,
10 prevented them from being able to determine the gross wages earned, the total hours worked, all
11 deductions made, the net wages earned, all applicable hourly rates in effect during each pay period
12 and the corresponding number of hours worked at each hourly rate, or even the name and address
13 of the legal entity that employed them at all times alleged herein.

14 **Failure to Maintain Required Records**

15 **[Cal. Lab. Code §§ 226(a), 1174(d); § 7 of the Applicable IWC Wage Order]**

16 53. During the statute of limitations period, as part of Defendants' illegal payroll
17 policies and practices to deprive Plaintiff and other Aggrieved Employees of all wages earned and
18 due, Defendants knowingly and intentionally failed to maintain records as required under
19 California Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but
20 not limited to the following records: total daily hours worked by each employee; applicable rates
21 of pay; all deductions; meal periods; time records showing when each employee begins and ends
22 each work period; and accurate itemized statements. Defendants had knowledge that it was not
23 providing its non-exempt employees with proper meal, recovery and rest periods, but knowingly
24 and willfully failed to include in the wage statements one (1) extra hour of compensation for each
25 missed meal and rest period. Defendants also illegally and inaccurately recorded the time in which
26 Plaintiff and other Aggrieved Employees worked. Defendants have also failed to maintain
27 accurate, itemized wage statements, as alleged above. Defendants compensated Plaintiff and the
28 other Aggrieved Employees based upon their schedules and not actual time worked resulting in

1 the underpayment of wages. Finally, Employers failed to maintain records relating to Plaintiff
2 and the other Aggrieved Employees, a Workplace Violence Protection plan, Heat
3 Protection Plan and records relating to quotas applied to Plaintiff and the other Aggrieved
4 Employees.

5 **Failure to Indemnify Employees for Necessary Expenditures**

6 **Incurred in Discharge of Duties**

7 **[California Labor Code §§ 2800 and 2802]**

8 54. California Labor Code §§ 2800 and 2802 requires Defendants to reimburse Plaintiff
9 and the other Aggrieved Employees for all necessary expenditures incurred by the employee in direct
10 consequence of the discharge of her or her job duties or in direct consequence of her or her obedience
11 to the directions of Defendants. The applicable IWC Wage Order require Defendants to provide
12 aggrieved employees with the tools or equipment necessary for the performance of their job.

13 55. Defendants failed to properly indemnify Plaintiff and the other aggrieved
14 employees for the usage of personal cell phones used to send and receive messages and calls with
15 supervisors to communicate their duties and the scope of work. Plaintiff and the other Aggrieved
16 Employees were also required to purchase items such as uniforms, accessories, equipment and tools
17 for the benefit of Defendants without reimbursement. Accordingly, Defendants violated California
18 Labor Code §§2800, 2802, and all applicable IWC Wage Orders.

19 **Failure to Implement a Workplace Violence Prevention Policy**

20 **[California Labor Code §§6401.7 and 6401.9]**

21 56. California Labor Code §§6401.7 and 6401.9 required Defendants to develop and
22 implement a workplace violence prevention plan in accordance with newly codified Labor Code
23 section 6401.9, which sets out the requirements for the plan. Starting July 1, 2024, Defendants
24 were required to establish, implement, and maintain a Workplace Violence Prevention Plan that
25 includes: 1) implementation of a Workplace Violence Prevention Plan; 2) maintaining a violence
26 incidence log; 3) training program to discuss and prevent workplace violence; and 4) maintain
27 records relating to workplace violence which includes, records of workplace violence hazard
28 identifications, evaluations, and correction must be created and maintained for a minimum of

1 five years; training records must be created and maintained;. incident logs; and records of
2 workplace violence incident investigations under must be maintained.

3 57. Defendants willfully failed to implement a Workplace Violence Prevention Policy
4 starting on or about July 1, 2024. Plaintiff and the other Aggrieved Employees are entitled to
5 recover penalties up to \$25,000 for serious violations, and up to \$158,727 for “willful”
6 violations. See, Labor Code §§6401.7, 6401.9, 6428, and 6429.

7 **Failure to Implement Heat & Temperature Illness Prevention Laws**
8 **[California Code of Regulations, Title 8, section 3395 Heat Illness Prevention,**
9 **Labor Code §§ 6308, 6317 and any other statutes]**

10 58. Defendant was required to and willfully failed to maintain adequate temperatures
11 which created excessive heat or humidity exposing Plaintiff and the other Aggrieved Employees to
12 temperature related hazards. Defendants failed to maintain a comfortable working environment.

13 59. On June 20, 2024, the Occupational Safety and Health Standards Board approved
14 California Code of Regulations, Title 8, section 3396, “Heat Illness Prevention in Indoor Places of
15 Employment”. This standard applies to most workplaces where the indoor temperature reaches 82°F.
16 It established required safety measures for indoor workplaces to prevent worker exposure to risk of
17 heat illness. This standard went into effect on July 23, 2024. Defendants willfully failed to comply
18 with the mandates of the new OSHA regulations and California law.

19 60. The applicable provisions of the IWC Wage Orders required temperature to be
20 maintained by Defendants at comfortable levels. Defendants have always had an affirmative duty to
21 prevent and reduce excessive heat or humidity created by the work environment, location,
22 department or any other area of work that creates excessive heat and where employees are exposed to
23 heat illness thereby requiring safety measures including, but not limited, to recovery periods.
24 Defendants, however, have no written policy regarding preventative measures as required by
25 California law or as required by Labor Code § 226.7 and the recently enacted OSHA standards
26 requiring employer to take affirmative measures to prevent heat illness for indoor employees
27 pursuant to California Code of Regulations, Title 8, section 3395 Heat Illness Prevention, Labor
28 Code §§ 6308, 6317 and any other statutes conferring enforcement powers upon the Division.

1 61. Pursuant to California Labor Code §6721, Defendants were mandated to
2 implement an indoor heat prevention standards as set forth in the recently amended Sections
3 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria
4 Isabel Vasquez Jimenez heat illness standard. Defendants failed to implement Indoor Heath
5 Prevention policies at GPA Freight and GPA Logistics’ facilities and warehouses throughout the
6 State of California.

7 62. Section 3396 required Defendants to establish, implement, and maintain an
8 effective Heat Illness Prevention Plan for indoor places of employment. The plan must be in
9 writing and include procedures for water provision, access to cool-down areas, temperature
10 measurement, emergency response, and acclimatization. Defendants failed to establish,
11 implement and maintain an effective Heat Illness Prevention Plan for both indoor and outdoor
12 places of employment for Plaintiff and the other Aggrieved Employees.

13 63. Defendants failure to comply with California Labor Code §6721 and the recently
14 amended Section 3395 of Title 8 of the California Code of Regulations will result in the
15 imposition of substantial civil penalties. In particular, California Labor Code §6428 provides
16 that any employer which violates any occupational safety or health standard shall be assessed a
17 civil penalty of up to \$25,000 for each serious violation. Employers who operate without an
18 injury prevention program can be assessed heightened penalties of up to \$124,709. See,
19 California Labor Code §6429. Thus, the maximum amount of penalties should be imposed
20 against Defendants based upon the failure to implement a heat prevention program.

21 **Failure To Provide Notice and Implementation of Illegal Quota System**

22 **[California Labor Code §§2100-2112]**

23 64. California Labor Code §§2100-2112 were implemented by the California State
24 Legislature based upon the understanding that warehouse distribution operations implement high
25 volume production goals, and that employee productivity tracking technology is being used to
26 ensure quicker delivery to customers and consumers, often at the expense of the aggrieved
27 employee. The State of California has declared that current warehouse quotas do not allow for
28 compliance with safety guidelines or recovery from strenuous activity during work, and instead

1 “incentivize unsafe work” by causing employees to miss breaks, which places them at a high risk
2 of injury or illness. Defendants are increasing warehouse productivity quotas as a means to
3 counterbalance the higher minimum wages in place throughout California.

4 65. California Labor Code §2100 applies to any non-exempt, hourly employee such
5 as Plaintiff and the other Aggrieved Employees who work Defendant GPA Group and GPA
6 Logistics four (4) or more warehouse distribution centers. Defendant MDRN operates, or
7 provides staffing to, GPA Group and GPA Logistics’ warehouse and distribution centers in the
8 State of California. Defendant MDRN hire employees, such as Plaintiff and the other Aggrieved
9 Employees, to work at its warehouse and distribution centers through the State of California.

10 66. Defendants employ, either directly or indirectly, or through an agent or any other
11 person, including through the services of a third-party employer, temporary service, or a staffing
12 agency or similar entity, and exercises control over the wages, hours, or working conditions of
13 100 or more employees at a single warehouse distribution center or 1,000 or more employees at
14 one or more warehouse distribution centers in the state.

15 67. For purposes of this definition, all employees of Defendants commonly controlled
16 group, as that term is defined in Section 25105 of the Revenue and Taxation Code, shall be
17 counted in determining the number of employees employed at a single warehouse distribution
18 center or at one or more warehouse distribution centers in the state. See, California Labor Code
19 §2100(f). Defendants operations are defined by or fall under any of the North American Industry
20 Classification System Codes, in particular Code 493110 (General Warehousing and Storage, and
21 423/424 (Merchant Wholesales – Durable and Non-Durable Goods.). See, California Labor
22 Code §2100.i.1.(a-d).

23 68. Pursuant to California Labor Code §2100(h), “Quota” means a work standard
24 under which an employee is assigned or required to perform at a specified productivity speed, or
25 perform a quantified number of tasks, or to handle or produce a quantified amount of material,
26 within a defined time period and under which the employee may suffer an adverse employment
27 action if they fail to complete the performance standard. Defendants use a quota system which
28 was applicable to Plaintiff and the other Aggrieved Employees.

1 69. Moreover, each employer shall provide to each employee, upon hire, or within 30
2 days of the effective date of this part, a written description of each quota to which the employee
3 is subject, including the quantified number of tasks to be performed or materials to be produced
4 or handled, within the defined time period, and any potential adverse employment action that
5 could result from failure to meet the quota. California Labor Code §2101. Here, Defendants
6 failed to provide any type of quota description to Plaintiff and the other Aggrieved Employees of
7 each quota (including detailed metrics regarding Employers' requirements) applicable to them in
8 compliance with California Labor Code §2100.

9 70. Further, Labor Code §2102 provides an employee shall not be required to meet a
10 quota that prevents compliance with meal or rest periods, use of bathroom facilities, including
11 reasonable travel time to and from bathroom facilities, or occupational health and safety laws in
12 the Labor Code or division standards, which includes recovery periods. An employer shall not
13 take adverse employment action against an employee for failure to meet a quota that does not
14 allow a worker to comply with meal and rest periods, or occupational health and safety laws in
15 the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to
16 the employee pursuant to Section 2101.

17 71. Defendants knew or should have known it imposed systematic quota and production
18 demands on Plaintiff and the other Aggrieved Employees which violated the rights of employees
19 pursuant to Labor Code sections 2100 et. seq. Defendants had a duty to ensure their production
20 demands/quotas did not prevent Plaintiff and other Aggrieved Employees' from complying with laws
21 pertaining to meal periods, rest periods, bathroom breaks, and/or expose them to safety or OSHA
22 hazards. Defendants are a "covered employer," and their warehouse employees are "covered
23 employees."

24 72. Defendants implemented quotas as defined in Labor Code § 2100(h) and willfully
25 subjected Plaintiff and the other Aggrieved Employees to adverse employment action as in Labor
26 Code § 2102.

27 73. Furthermore, Defendants willfully, knowingly, and intentionally failed to establish
28 quotas that did not harm Plaintiffs and Aggrieved Employees all to increase Defendants profits

1 without concerns for employee safety. Defendants, in fact, tracked meals, rest, and recovery periods
2 that were not provided and did nothing to change its policies and practices. Defendants also restricted
3 and monitored the use of bathroom facilities and charged the time employees used the bathroom
4 against their quota. In other words, employees who did not wait to use the restroom during meal or
5 rest periods or before or after their shift, were penalized for not meeting quota either through
6 reprimands, warnings, and termination. Defendants maintained a point system designed to prevent
7 employees from complying with California law as alleged in this notice and systematically used to
8 punish employees.

9 74. Plaintiff and the other Aggrieved Employees were not permitted to take compliant
10 breaks, including recovery periods when requested, due to Defendants unlawful policies and practices
11 to favor production goals over employee rights. Consequently, Plaintiffs and other Aggrieved
12 Employees were not authorized or permitted to take breaks, including first, second, and third rest
13 breaks and Defendants policies prevented aggrieved employees from taking compliant breaks as
14 required by California law.

15 75. Defendants also willfully failed to provide Plaintiff and the other Aggrieved
16 Employees a written description of each quota the employee works under, maintained secret
17 (undisclosed) quotas, and failed to provide written disclosures each and every time quotas changed
18 (Labor Code §2103) either seasonally, daily, hourly, weekly, and/or monthly. This includes the
19 number of tasks to be performed or materials that must be produced or handled within a time period,
20 and any potential adverse employment action that could result from failing to meet the quota. This
21 information has not been given by Defendants to all new hires, existing employees, or aggrieved
22 employees hired after January 1, 2022, to the present. As a result of Defendants willfully failed to
23 comply with Labor Code §2100, et seq., and Defendants are subject to PAGA penalties pursuant
24 to Labor Code §2109.

25 76. On or about October 23, 2024, Plaintiff requested information relating to any and
26 all quotas applicable to her pursuant to Labor Code §2104 (a)(1) and (2) on behalf of the other
27 Aggrieved Employees, and written descriptions of each quota applicable to Plaintiff and the
28 other Aggrieved Employees to which they were and are subjected to and copies of Plaintiff and

1 the other Aggrieved Employees work speed data at the time of hire and within the past ninety
2 (90) days from Plaintiff's October 23, 2024 request. See, Labor Code §2104(a)(1-3). Defendants
3 had twenty-one (21) days to respond to the request, but failed to do so. See, Labor Code
4 §2104(b).

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

7 **[Cal. Lab. Code § 2698 *et seq.*]**

8 **(On Behalf of Plaintiff and the Aggrieved Employees Against Defendant)**

9 77. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in paragraphs 1 through 76 above.

11 78. Plaintiff is an Aggrieved Employee within the meaning of California Labor Code
12 § 2699(c), and proper representative to bring a civil action on behalf of himself and other current
13 and former non-exempt employees of Defendants pursuant to the procedures specified in Labor
14 Code § 2699.3, because Plaintiff was employed by Defendants and one or more of the alleged
15 California Labor Code violations was committed against Plaintiff during the statute of limitations
16 period.

17 79. Plaintiff seeks to recover civil penalties through a representative action permitted
18 by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969.
19 Thus, class certification is not required.

20 80. A plaintiff has standing to represent all Aggrieved Employees for all of his
21 asserted violations of the California Labor Code under PAGA. See *Huff v. Securitas Security*
22 *Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757 ("For PAGA standing a plaintiff need only
23 have been employed by the violator and affected by 'one or more' of the alleged violations. (Sec.
24 2699, subds. (a), (c)).

25 81. Plaintiff does not seek to recover Plaintiff's 35% share of civil penalties for the
26 particular Labor Code violations experienced by Plaintiff.

27 82. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
28 penalties from Defendants in a representative action on behalf of all Aggrieved Employees, aside

1 from Plaintiff pursuant to *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533,
2 for the violations set forth above, including but not limited to, violations of California Labor
3 Code §§201, 202, 203, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100,
4 2102, 2103, 2104, 2698, 2699, 2800, 2802, 2810.3(d), 6401.7, 6401.9, 6721, California Code of
5 Regulations, Title 8, Sections 3395 and 3396, IWC Wage Orders 4-2001, 9-2001, Sections 3, 4,
6 7, 11-12, 18, and all other applicable IWC Wage Orders and sections.

7 83. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil
8 penalties for all Aggrieved Employees, aside from Plaintiff, based upon Defendants' violations
9 of California Labor Code provisions for which a civil penalty is specifically provided as alleged
10 herein.

11 84. California Labor Code § 2699(f) provides that for all California Labor Code
12 violations for which a civil penalty is not specifically provided, the following civil penalties are
13 established: one hundred dollars (\$100) for each aggrieved employee per pay period for the
14 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
15 each subsequent violation, and as otherwise provided by PAGA.

16 85. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to
17 California Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, on behalf of himself and all other aggrieved employees, prays
20 for relief against Defendants, as follows:

- 21 1. For civil penalties according to proof;
22 2. For reasonable attorneys' fees and costs pursuant to California Labor Code §
23 2699(g), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions
24 providing for attorneys' fees and costs; and

25 ///

26 ///

27 ///

28 ///

