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Attorneys for Plaintiff BRAULIO OLMOS
and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BRAULIO OLMOS, an individual, on behalf
of himself and all others similarly situated and
aggrieved,

Plaintiff,

vs.

INDEED FLEX, INC., a Delaware
Corporation; DENSO PRODUCTS AND
SERVICES AMERICAS INC., a California
Corporation; DENSO INTERNATIONAL
AMERICA INC., a Delaware Corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No.: **24STCV32047**

**CLASS ACTION & PAGA REPRESENTATIVE
ACTION COMPLAINT**

- (1) FAILURE TO PROVIDE MEAL PERIODS;**
- (2) FAILURE TO PROVIDE REST BREAKS;**
- (3) FAILURE TO PAY MINIMUM WAGES;**
- (4) FAILURE TO PAY OVERTIME WAGES;**
- (5) FAILURE TO FURNISH TIMELY AND
ACCURATE WAGE STATEMENTS;**
- (6) FAILURE TO PAY ALL WAGES UPON
SEPARATION;**
- (7) FAILURE TO REIMBURSE ALL
NECESSARY, BUSINESS-RELATED
EXPENSES;**
- (8) VIOLATION OF CALIFORNIA'S UNFAIR
COMPETITION LAW ("UCL"), CAL. BUS.
& PROF. CODE § 17200, *ET SEQ.*; AND**
- (9) CIVIL PENALTIES FOR VIOLATIONS
OF LABOR CODE, PURSUANT TO
CALIFORNIA'S PRIVATE ATTORNEYS
GENERAL ACT ("PAGA"), §§ 2698, *ET
SEQ.***

DEMAND FOR JURY TRIAL

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1. Plaintiff brings this class and representative action on behalf of himself, on behalf of a class defined as all current and former hourly non-exempt employees of DENSO PRODUCTS AND SERVICES AMERICAS INC.—whether direct-hire employees of DENSO PRODUCTS AND SERVICES AMERICAS INC. or temporary employees placed by INDEED FLEX—in California at any time during the Class Period beginning four years prior to the filing of this Complaint through the present (“Class Period”), and on behalf of all Aggrieved Persons who worked for Defendants as hourly, non-exempt employees in California at any time during the period beginning one year prior to the PAGA letter (defined below) through the present (“PAGA Period”).

3. Defendants DENSO INTERNATIONAL AMERICA INC. and DENSO PRODUCTS

1 AND SERVICES AMERICAS INC.'S businesses are operating throughout California companies that
2 manufacture and rebuild solderers and alternators.

3 4. Defendant INDEED FLEX operates a staffing agency serving customers throughout
4 California, including Defendant DENSO. Defendant INDEED FLEX'S services include staffing
5 employing across a variety of industries nationwide.

6 5. Defendants' policy and practice is to deny earned wages, including premium and overtime
7 pay, to their nonexempt employees in California. Defendants do not provide their employees with legally
8 compliant meal periods and rest breaks nor premium pay in lieu thereof. Additionally, Defendants
9 require their employees to be present and to perform work uncompensated in excess of eight hours per
10 day and/or 40 hours per work week by mandating that these employees perform various forms of
11 compensable work off-the-clock including, but not limited to, continuing to perform work at the end of
12 their shifts after clocking out. Likewise, Defendants do not provide minimum wages and overtime pay
13 for this off-the-clock time. These off-the-clock waiting periods exist for the sole benefit of Defendants
14 and occurred frequently and regularly at Defendants' locations throughout California. This illegal
15 practice has been in effect by Defendants since at least the start of the Class Period.

16 6. Moreover, Defendants fail to timely compensate employees for all wages earned upon
17 separation and fail to properly and accurately calculate minimum wages and overtime wages and report
18 wages earned, hours worked, and wage rates. For these reasons, Plaintiff brings this action on behalf of
19 himself and other hourly, nonexempt employees of Defendants to recover unpaid wages, overtime
20 compensation, penalties, interest, injunctive relief, damages, and reasonable attorneys' fees and costs.

21 7. Defendants' deliberate failure to pay their hourly, nonexempt employees their earned
22 wages and overtime compensation violates the California Labor Code and California's Unfair
23 Competition Law, codified under California's Business & Professions Code.

24 8. Defendants failed to reimburse Plaintiff and Class Members for a variety of unreimbursed
25 business expenses for the purchase of box cutters and other similar supplies required to carry out their
26 duties.

27 9. Defendants failed to adequately reimburse Plaintiff and Class Members for the use of their
28 personal cell phones.

10. Plaintiff brings a class action under the California Code of Civil Procedure section 382 against all Defendants on behalf of all hourly, nonexempt employees of Defendants in California for failing to provide compliant meal periods and rest breaks or premium pay in lieu thereof, for unpaid minimum wages including for work performed off the clock; unpaid overtime wages; failing to provide timely, accurate wage statements; failing to timely pay all wages owed at separation; failing to reimburse all necessary, business-related expenses; and other related penalties and damages under the California Labor Code and California Business & Professions Code.

II. JURISDICTION AND VENUE

11. This Court has jurisdiction over this matter because Defendants are licensed to do business in California, regularly conduct business in California, and committed and continue to commit the unlawful acts alleged herein in California.

12. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statute under which this action is brought does not specify any other basis for jurisdiction.

13. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

14. Venue lies properly with this Court, as it is the place where at least one defendant resides, is incorporated or has its principal place of business, or a substantial amount of the events which gave rise to this suit occurred and/or a cause of action arose. Thus, venue is proper in this Court, because Defendants employ persons in this county and employed at least one plaintiff in this county, and thus a

substantial portion of the transactions and occurrences related to this action occurred in this county.

15. California Labor Code sections 2698 *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violating the California Labor Code.

III. PARTIES

16. Plaintiff BRAULIO OLMOS (“Plaintiff” or “OLMOS”) is or was a resident of Temecula, California. Defendants employed Plaintiff OLMOS as an hourly-paid, non-exempt employee for about 1.8 years from approximately July 22, 2022 to March 29, 2024. OLMOS held a position in Packaging. During his employment, Plaintiff OLMOS worked at Defendants’ location in Murrieta, California located at 41673 Corning Place, Murrieta, California 92562. Plaintiff OLMOS typically worked 5-6 days per week for eight (8) or more hours per day and at least about forty (40) hours per week. At the time Plaintiff OLMOS’S employment ended, he was earning an hourly wage.

17. Defendant DENSO PRODUCTS AND SERVICES AMERICAS INC. (“DENSO PSA”) is, on information and belief, a California Corporation doing business in California, with its principal place of business and headquarters at 3900 Via Oro Avenue, Long Beach, California 90810 and operations at 41673 Corning Place, Murrieta, California 92562, and at all times hereinafter mentioned, is operating throughout California as a company that manufactures and rebuilds solderers and alternators. Defendant DENSO INTERNATIONAL AMERICA INC. is a subsidiary of parent company Defendant DENSO PRODUCTS AND SERVICES AMERICAS INC.¹

18. Defendant DENSO INTERNATIONAL AMERICA INC. (“DENSO INT’L”) is, on information and belief, a Delaware Corporation doing business in California, with its principal place of business at 24777 Denso Drive, Southfield, Michigan 48033 and satellite operations at subsidiary DENSO PRODUCTS AND SERVICES AMERICAS INC.’S headquarters and principal place of business located at 3900 Via Oro Avenue, Long Beach, California 90810. Defendant DENSO

¹ <https://www.denso.com/us-ca/en/about-us/company-information/us/diam/> (last accessed December 2, 2024).

INTERNATIONAL AMERICA INC. is the parent company of Defendant DENSO PRODUCTS AND SERVICES AMERICAS INC.²

19. Defendant INDEED FLEX, INC. (“INDEED FLEX”) is, on information and belief, a Delaware Corporation doing business in California, with its principal place of business at 10721 Domain Drive, Austin, Texas 78758, and operations at operations at 41673 Corning Place, Murrieta, California 92562 and is, at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, in the State of California. INDEED FLEX is a staffing agency, which directs its operations from its Austin, Texas headquarters. INDEED FLEX placed Plaintiff at DENSO and upon information and belief, received Plaintiff’s earnings directly from DENSO, and retained a portion of those earnings.

20. Defendants created the policies and procedures described herein and, at all times during the Class Period, participated in, endorsed, implemented, and performed the conduct alleged herein.

21. The practices and policies complained of by way of this Complaint are enforced throughout the State of California, including in Murrieta, California.

22. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as Does 1-25, inclusive, but is informed and believes that said Defendants are legally responsible for the conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege both the true names and capacities of the Doe Defendants when ascertained. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, all Defendants, including Doe Defendants, and each of them, were agents, servants, employees, successors in interest, and/or joint venturers of their co-Defendants and were, as such, acting within the course, scope, and authority of said agency, employment, and/or venture, and with the consent of their co-Defendants, and/or said acts were ratified by their co-Defendants, and that each and every Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring, training, and supervision of each and every other Defendant as an agent, servant, employee, successor in interest, and/or joint venturer. Plaintiff is informed and believes that each Defendant acted in all respects pertinent to this action as the agent of

² <https://www.denso.com/us-ca/en/about-us/company-information/us/diam/> (last accessed December 2, 2024).

the other Defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to each of the other Defendant.

IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

23. At all times relevant herein, Defendant INDEED FLEX owns a staffing business operating throughout California that has placed temporary employees for work at Defendant DENSO PSA'S business in California. At all times relevant herein, Defendant DENSO owns a business in California, which is operating throughout California as a company that manufactures and rebuilds solderers and alternators.

24. Upon information and belief, Defendants DENSO and INDEED FLEX, incorporated in California and Delaware respectively, maintain their corporate operations headquarters, including Human Resources in Long Beach, California and Austin, Texas, respectively. Upon information and belief, Defendants DENSO and INDEED FLEX maintain a single, centralized Human Resources ("HR") department at their operations headquarters in Long Beach, California and Austin, Texas, respectively, which is responsible for conducting Defendants' recruiting and hiring of new employees, as well as communicating and implementing Defendants' company-wide policies, including timekeeping policies, to employees throughout California. In particular, Plaintiff and other Class Members, on information and belief, received the same standardized documents and/or written policies upon hire. Upon information and belief, the use of standardized documents and/or written policies, including new hire documents, indicate that Defendants dictated policies at the corporate-level and implemented them company-wide, regardless of their employees' assigned locations or positions. On information and belief, all transactions regarding hiring, terminations, promotions, and pay increases, etc., relating to Defendant DENSO and INDEED FLEX'S California employees were submitted to and processed by Defendant DENSO'S HR department in Long Beach, California.

25. Upon information and belief, Defendants' corporate records, business records, data, and other information related to Defendants, including, in particular, HR records pertaining to Defendants' California employees, are also maintained at Defendants' operations headquarters in Long Beach, California.

26. At all relevant times, Defendants have been, and continue to be, a "person" as that term

1 is defined under California Business & Professions Code section 17021 and California Labor Code
2 sections 1-29.5.

3 27. At all times relevant herein, Plaintiff was employed by Defendants as an hourly,
4 nonexempt employee in Packaging in California during the Class Period.

5 28. At all times relevant herein, Plaintiff and Class Members were assigned to and required
6 and permitted to work without pay while performing tasks including, but not limited to: performing
7 tasks involving the packaging, manufacturing, and rebuilding of solderers and alternators. Plaintiff and
8 Class Members were not properly compensated for some of this work.

9 29. At all times relevant herein, Plaintiff and Class Members worked a substantial amount of
10 time while off-the-clock—meaning they were not punched in for work—and therefore, those working
11 hours were not recorded and then compensated. This off-the-clock time primarily occurred because
12 Plaintiff and Class Members regularly ended their shifts by performing work off the clock to complete
13 additional tasks identified after clocking out. So in those instances, Plaintiff and Class Members
14 performed compensable work off the clock that was never subsequently added and, therefore, remains
15 uncompensated.

16 30. Likewise, at all times relevant herein, Plaintiff and Class Members' meal periods and rest
17 breaks were noncompliant because meal periods were taken late and rest breaks were not taken at all.
18 These meal periods and rest breaks were noncompliant and not cured by premium compensation, and
19 the meal periods were also not compensated or if compensated, not at the regular rate of pay, for purposes
20 of Defendants' obligation to pay minimum wages for all hours worked.

21 31. At all times relevant herein, Plaintiff and Class Members were assigned to and required
22 to work for periods lasting in excess of five hours and were not authorized nor permitted to take full-
23 length 30-minute, uninterrupted, off-duty meal periods, because they were required to complete their
24 assigned tasks that were in progress. Accordingly, Plaintiff's and Class Members' meal periods were
25 noncompliant for which Defendants failed to compensate Plaintiff and Class Members with premium
26 pay for noncompliant meal periods.

27 32. Moreover, Plaintiff and Class Members regularly worked in excess of 10 hours without
28 a second 30-minute meal period, despite not signing valid meal period waivers.

1 33. At all times relevant herein, Plaintiff and Class Members were assigned to and required
2 and permitted to work shifts lasting over four hours and were not authorized nor permitted to take full,
3 net 10-minute rest breaks during each shift or 4-hour work period.

4 34. At all times relevant herein, Defendants failed to authorize and permit Plaintiff and Class
5 Members to take full, net 10-minute rest breaks during the Class Period. At the direction of Defendants
6 and/or Defendants' knowledge and acquiescence, Plaintiff and Class Members routinely missed their
7 entire 10-minute rest breaks, at least once per shift. Accordingly, all rest breaks were noncompliant for
8 which Defendants should have compensated Plaintiff and Class Members with premium pay for
9 noncompliant rest breaks but failed to do so.

10 35. At all times relevant herein, Plaintiff and Class Members worked in excess of eight hours
11 per workday or 40 hours per work week. Defendants failed to pay for all hours worked in excess of
12 eight hours per day, and when compensated for overtime, failed to pay the correct amount of overtime
13 by under-recording and underreporting Plaintiff's and Class Members' total hours worked. Defendants
14 failed to pay current and former hourly, nonexempt employees one and one-half times (1½) their regular
15 rate of pay for hours worked in excess of eight hours per day or 40 hours per workweek. Defendants
16 also failed to pay their employees at a rate no less than twice the regular rate of pay for work in excess
17 of 12 hours in one day or for all hours worked in excess of eight hours on the seventh consecutive day
18 of work in a workweek.

19 36. During the Class Period, Defendants require their hourly, nonexempt employees to
20 perform compensable work while off the clock, primarily at the end of their shifts after clocking out.
21 Accordingly, during the Class Period, Defendants did not provide minimum wages and overtime pay
22 for this time worked off-the-clock that Plaintiff and the Class endured.

23 37. Defendants regularly failed to pay their hourly, nonexempt employees the correct amount
24 of and rate for overtime wages. Defendants fail to record all hours as overtime by failing to record all
25 hours worked in a workday. This work, done primarily for the employer's benefit, is time that hourly,
26 nonexempt employees should be, but were not compensated for, both straight hours and overtime hours
27 worked in excess of 40 hours in a week, hours worked in excess of eight hours in a day, and for the first
28 eight hours worked on the seventh consecutive day of work in a workweek.

1 38. Supervisors employed by Defendants, including at Plaintiff's location, had knowledge of
2 and required Plaintiff to perform compensable work post-shift. Supervisors throughout California were
3 aware that Plaintiff and others similarly situated were performing work during these times without
4 proper wages or overtime compensation.

5 39. In light of Defendants' failure to record employees' off-the-clock time that employees
6 worked and Defendants' failure to acknowledge the noncompliant meal periods and rest breaks,
7 Defendants failed to properly calculate the hourly, nonexempt employees' hours and therefore,
8 employees' premium pay, minimum wages, and overtime wages due. Accordingly, Defendants failed
9 to provide accurate wage statements to their hourly, nonexempt employees identifying all hours worked
10 and all rates in effect during the pay period.

11 40. At all times relevant herein, the same unlawful practices and procedures described above
12 affect hourly, nonexempt workers of Defendants employed in California.

13 41. At all times relevant herein, Defendants failed to pay Plaintiff and Class Members for all
14 hours worked. Thus, Defendants did not pay Plaintiff and Class Members minimum wages in
15 accordance with law, because Class Members were not compensated for time worked off the clock at
16 the end of their shifts, some hours of which were overtime hours.

17 42. At all times relevant herein, Defendants failed to reimburse Plaintiff and Class Members
18 for expenses for box cutters, other similar supplies, and for personal cell phones (under-reimbursed).

19 43. Defendants' conduct, as alleged herein, has caused Plaintiff and Class Members damages
20 including, but not limited to, loss of wages and compensation. Defendants are liable to Plaintiff and the
21 Class for failing to pay minimum wages, failing to pay overtime wages, failing to pay all wages owed
22 every pay period, failing to provide timely and accurate wage statements, failing to pay all wages owed
23 upon separation, and unfair competition.

24 44. Plaintiff has complied with the procedures for bringing suit specified in California Labor
25 Code section 2699.3. By letter dated October 1, 2024, Plaintiff gave written notice by certified mail to
26 the Labor and Workforce Development Agency ("LWDA"), and Defendants, of the specific provisions
27 of the Labor Code alleged to have been violated, including the facts and theories to support the alleged
28 violations.

1 **V. CLASS ACTION AND REPRESENTATIVE ACTION ALLEGATIONS**

2 45. Plaintiff is a member of and seeks to be the representative for the Class of similarly
3 situated employees who all have been exposed to, have suffered, and/or were permitted to work under
4 Defendants' unlawful employment practices as alleged herein.

5 46. Plaintiff brings his first through seventh causes of action on behalf of himself and on
6 behalf of the following Class³ of persons:

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8 All current and former direct-hire hourly non-exempt employees of DENSO
9 PRODUCTS AND SERVICES AMERICAS INC. and all temporary
10 employees placed at DENSO PRODUCTS AND SERVICES AMERICAS
11 INC. by INDEED FLEX, INC. in California at any time during the Class
12 Period through the present.

13 47. This action is appropriately suited for a class action pursuant to Code of Civil Procedure
14 section 382 because there exists an ascertainable and sufficiently numerous Class, a well-defined
15 community of interest, and substantial benefits from certification that render proceeding as a class
superior to the alternatives.

16 48. Numerosity and Ascertainability. The size of the Class makes a class action both
17 necessary and efficient. On information and belief, the proposed Class includes hundreds of current and
18 former employees at Defendants' locations in California. Members of the Class are ascertainable through
19 Defendants' records but are so numerous that joinder of all individual Class Members would be
20 impractical.

21 49. Predominant Common Questions of Law and Fact. Pursuant to section 382, common
22 questions of law and fact exist as to all Class Members. These questions predominate over any
23 individualized issues. These common questions include but are not limited to:

24 a. Whether Defendants' policies and practices described in this Complaint were and are illegal;
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27 ³ Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class description
28 with greater particularity or further division into subclasses or limitation to particular issues.

- b. Whether Plaintiff and each member of the Class were not paid minimum wage for each hour worked or part thereof during which they were required to perform acts at the direction and for the benefit of Defendants;
- c. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California for the total hours worked during the Class Period;
- d. Whether Defendants have engaged in a common course of requiring or permitting their hourly, nonexempt employees to not report all hours worked during the Class Period;
- e. Whether Defendants have engaged in a common course of failing to maintain true and accurate time records for all hours worked by their nonexempt employees;
- f. Whether Defendants violated Labor Code section 226.7 and/or section 512 and engaged in a pattern or practice of failing to provide timely, off-duty, 30-minute meal periods to Plaintiff and members of the Class who worked as hourly, nonexempt employees in California during the Class Period;
- g. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and Class Members who worked as hourly, nonexempt employees in California during the Class Period from taking full-length off-duty, 30-minute meal periods by delaying the start time of Plaintiff and Class Members' meal periods so that they could complete their daily-assigned jobs in progress;
- h. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period from taking full-length off-duty, 30-minute meal periods for their second meal periods for shifts worked in excess of 10 hours but not more than 12 hours, where these second meal periods were not waived by mutual consent;
- i. Whether Defendants engaged in a pattern or practice of failing to properly compensate Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period for missed, untimely, or on-duty meal periods as required by California law;

- j. Whether Defendants violated section 11 of the applicable California Industrial Welfare Commission's ("IWC") Wage Order(s) by failing to provide Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period with timely, off-duty, 30-minute meal periods;
- k. Whether Defendants engaged in an unfair practice and violated California Business and Professions Code, section 17200, *et seq.* by failing to provide Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period with their statutory, off-duty, meal periods;
- l. Whether Defendants maintained accurate time records of off-duty, 30-minute meal periods taken by Plaintiff and members of the Class during the Class Period in accordance with section 7 of the applicable IWC Wage Order(s);
- m. Whether Defendants engaged in a pattern or practice of failing to properly compensate Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period for failing to provide full-length 10-minute rest breaks as contemplated by California law for work periods in excess of four hours;
- n. Whether Defendants failed to compensate, and therefore violated section 12 of the applicable IWC Wage Order(s) and Labor Code section 226.7 by failing to provide 10-minute, uninterrupted rest breaks as contemplated by California law for work periods in excess of four hours;
- o. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of overtime pay to Plaintiff and the Class for hours worked in excess of eight hours in a day;
- p. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of double time for hours worked in excess of 12 hours in a day;
- q. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for hours worked in excess of eight hours in a day;
- r. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for the first eight

- 1 hours worked in a day on the seventh consecutive day in a workweek and double time for all
2 hours worked in excess of eight hours on such days;
- 3 s. Whether Defendants violated Labor Code sections 218.5, 204, 1197, and 1198 due to failure
4 to compensate Plaintiff and the Class for those acts Defendants required Plaintiff and
5 members of the Class to perform for the benefit of Defendants;
- 6 t. Whether Defendants violated Labor Code section 226(a) by issuing inaccurate wage
7 statements to Plaintiff and members of the Class that failed to include payments for missed,
8 untimely, and/or on-duty meal periods among wages earned throughout the Class Period;
- 9 u. Whether Defendants violated Labor Code section 226 by issuing inaccurate wage statements
10 to Plaintiff and members of the Class that failed to accurately state the total hours worked and
11 therefore, the total gross and net wages owed, to the detriment of Plaintiff and the Class;
- 12 v. Whether Defendants violated California Labor Code section 2802 by failing to reimburse
13 Plaintiff and Class Members for all necessary business-related expenses they incurred;
- 14 w. Whether Defendants have engaged in a common course of failing to pay nonexempt
15 employees all wages due upon separation;
- 16 x. Whether Defendants have engaged in unfair competition by the above-listed conduct; and
17 y. The nature and extent of class-wide injury and the measure of damages for the injury.

18 50. Typicality. Plaintiff's claims are typical of the members of the Class. Plaintiff, like other
19 members of the Class working for Defendants in California, was subjected to Defendants' policy and
20 practice of refusing to properly and fully pay minimum wages, overtime wages, meal period and rest
21 break premiums, failing to issue accurate wage statements, and failing to reimburse necessary, business-
22 related expenses in violation of California wage and hour laws. Plaintiff's job duties were and are typical
23 of those of other class members who worked for Defendants in California.

24 51. Adequacy of Representation. Plaintiff will fairly and adequately represent the interests of
25 the Class because his individual interests are consistent with and not antagonistic to the interests of the
26 Class, and because Plaintiff has selected counsel who has the requisite resources and ability to prosecute
27 this case as a class action and are experienced labor and employment attorneys who have successfully
28 litigated other cases involving similar issues.

52. Superiority of Class Mechanism. The class action mechanism is superior to any alternatives that might exist for the fair and efficient adjudication of these claims. Proceeding as a class action would permit the large number of injured parties to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of evidence, effort and judicial resources. A class action is the only practical way to avoid the potentially inconsistent results that numerous individual trials are likely to generate. Moreover, class treatment is the only realistic means by which Plaintiff can effectively litigate against a large, well-represented corporate defendant like Defendants. In the absence of a class action, Defendants would be unjustly enriched because they would be able to retain the benefits and fruits of the many wrongful violations of the California state laws. Numerous repetitive individual actions would also place an enormous burden on the courts as they are forced to take duplicative evidence and decide the same issues relating to Defendants' conduct over and over again.

VI. FIRST CAUSE OF ACTION

Failure to Provide Meal Periods

in Violation of Cal. Labor Code §§ 512 and 226.7; IWC Wage Order No. 1-2001, § 11

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

53. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

54. California Labor Code section 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

55. IWC Wage Order No. 1-2001 (11)(A) provides, in pertinent part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

56. Section 512(k) of the California Labor Code provides, in pertinent part, that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period

1 per day of the employee is no more than six hours, the meal period may be waived by mutual consent of
2 both the employer and employee. An employer may not employ an employee for a work period of more
3 than 10 hours per day without providing the employee with a second meal period of not less than 30
4 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be
5 waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

6 57. Defendants did not provide Plaintiff and other Class Members with legally compliant meal
7 periods, because Plaintiff and other Class Members’ meal periods were not timely in that the meal periods
8 began after the end of the fifth hour.

9 58. Defendants also did not schedule second meal periods and had no policy for permitting
10 and authorizing Plaintiff and other employees to take second 30-minute meal periods on days they
11 worked in excess of 10 hours in one day. Because of Defendants’ companywide practice of denying
12 hourly, nonexempt employees second 30-minute meal periods, Plaintiff and other Class Members were
13 not relieved of all duties such that they could take full-length second 30-minute meal periods and instead
14 had to work during a portion of that time allotted for meal periods. Accordingly, Defendants failed to
15 provide all meal periods in violation of California Labor Code sections 226.7 and 512. Defendants knew
16 or should have known that their companywide adoption of the requirement that employees skip their
17 meal period without executing waivers to do so would result in a failure to provide Plaintiff and other
18 Class Members with full and timely meal periods as required by the applicable IWC Wage Order(s) and
19 Labor Code sections 226.7 and 512(a). Furthermore, Plaintiff and other Class Members did not sign
20 valid meal period waivers on days that they were entitled to meal periods but were not relieved of all
21 duties.

22 59. Moreover, Defendants engaged in a systematic, companywide policy to not pay meal
23 period premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members
24 one additional hour of premium pay for missed meal periods, Defendants did not pay Plaintiff and other
25 Class Members at the correct rate of pay for premium wages because Defendants failed to include all
26 forms of compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the
27 regular rate of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium
28 pay for missed meal periods, it did so at a lower rate than required by law. As a result, Defendants failed

1 to provide Plaintiff and other Class Members compliant meal periods and failed to pay the full meal
2 period premiums due, in accordance with California Labor Code sections 204, 210, 226.7, and 512.

3 60. By their actions in requiring their employees to work during a portion of their meal periods
4 and/or their failure to relieve nonexempt, hourly, nonexempt employees of their duties for their off-duty
5 meal periods, Defendants have violated California Labor Code section 226.7 and section 11 of IWC
6 Wage Order No. 1-2001 and is liable to Plaintiff and the Class.

7 61. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been deprived
8 of timely off-duty meal periods and are entitled to recovery under Labor Code section 226.7(b) and
9 section 11 of IWC Wage Order No. 1-2001, in the amount of one additional hour of pay at the employee's
10 regular rate of pay for each work period during each day in which Defendants failed to provide their
11 hourly, nonexempt employees with timely, statutory, off-duty meal periods.

12 **VII. SECOND CAUSE OF ACTION**

13 **Failure to Provide Rest Breaks**

14 **in Violation of Cal. Labor Code §§ 226.7, 512, and 1194;**

15 **IWC Wage Order No. 1-2001, § 12**

16 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

17 62. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
18 as if fully set forth herein.

19 63. California Labor Code section 226.7(a) provides, "No employer shall require any
20 employee to work during any meal or rest period mandated by an applicable order of the Industrial
21 Welfare Commission."

22 64. IWC Wage Order No. 1-2001, section (12)(A) provides, in pertinent part: "Every
23 employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall
24 be in the middle of each work period. The authorized rest period time shall be based on the total hours
25 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
26 However, a rest period need not be authorized for employees whose total daily work times is less than
27 three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which
28 there shall be no deduction from wages."

1 65. IWC Wage Order No. 1-2001, section (12)(B) provides, “If an employer fails to provide
2 an employee with a rest period in accordance with the applicable provisions of this order, the employer
3 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
4 workday that the rest period is not provided.”

5 66. As alleged herein, Defendants failed to authorize and permit compliant rest breaks during
6 the Class Period. Plaintiff and members of the Class were routinely required to work during their entire
7 rest breaks or else were frequently interrupted while taking their rest breaks at the direction of Defendants
8 and/or with Defendants’ knowledge and acquiescence.

9 67. Furthermore, as with meal periods, Defendants’ staffing and job-assignment policies
10 required employees to forgo their 10-minute rest breaks, entirely preventing Plaintiff and Class Members
11 from being relieved of all duty in order to take compliant rest breaks; these practices forced Plaintiff and
12 other Class Members to remain on duty for part of, if not all of, their rest breaks, meaning they did not
13 receive net 10-minute rest breaks. That is, Plaintiff and Class Members’ rest breaks were noncompliant
14 because they were not off-duty; Plaintiff and Class Members were required to respond to interruptions
15 and return to work early from their rest breaks. As a result, Plaintiff and Class Members would work
16 shifts in excess of 3.5 hours without the net 10-minute rest breaks to which they were entitled. More
17 specifically, throughout his employment, during 8-hour or longer shifts, Plaintiff and Class Members
18 regularly worked during the entirety of their 10-minute rest breaks by using that time to continue
19 performing work for Defendants.

20 68. At the same time, Defendants implemented a companywide policy to not pay rest break
21 premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members one
22 additional hour of premium pay for missed rest breaks, Defendants did not pay Plaintiff and other Class
23 Members at the correct rate of pay for premium wages because Defendants failed to include all forms of
24 compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the regular rate
25 of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium pay for
26 missed rest breaks, it did so at a lower rate than required by law. As a result, Plaintiff and other Class
27 Members were denied compliant rest breaks and Defendants failed to pay the full rest break premiums
28 due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s).

69. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and all others similarly situated and such conduct has continued through the filing of the initial Complaint.

70. As a direct and proximate result of Defendants' unlawful action, Plaintiff and the Class have been deprived of full-length 10-minute rest breaks and/or were not paid for rest breaks taken during the Class Period and are entitled to recovery under Labor Code section 226.7(b) in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period during each day in which Defendants failed to provide employees with compliant and/or paid rest breaks.

VIII. THIRD CAUSE OF ACTION

Failure to Pay Minimum Wages

Upon Payment of Wages in Violation of Cal. Labor Code §§ 510, 1194, 1194.2,

and 1197; IWC Wage Order No. 1-2001, § 4

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

71. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

72. Labor Code section 510 provides in relevant part: "[e]ight hours of labor constitutes a day's work. Any work in excess of eight hours in one work day and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

73. Labor Code section 1197 provides: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

74. Labor Code section 1182.12 establishes the right of employees to be paid minimum wages for all hours worked in amounts set by state law.

1 75. Labor Code section 1194, subdivision (a) provides: “Notwithstanding any agreement to
2 work for a lesser wage, an employee receiving less than the legal minimum wage or the legal overtime
3 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
4 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
5 attorney’s fees, and costs of suit.”

6 76. Labor Code section 1194.2 provides in pertinent part: “In any action under Section 1193.6
7 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed
8 by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount
9 equal to the wages unlawfully unpaid and interest thereon.”

10 77. Pursuant to IWC Wage Order No. 1-2001, section (2)(H), at all times material hereto,
11 “hours worked” includes “the time during which an employee is subject to the control of an employer,
12 and includes all the time the employee is suffered or permitted to work, whether or not required to do
13 so.”

14 78. At all times relevant during the liability period, under the provisions of IWC Wage Order
15 No. 1-2001, Plaintiff and each Class Member should have received not less than the minimum wage in a
16 sum according to proof for the time worked, but not compensated.

17 79. For all hours that Plaintiff and Class Members worked, they are entitled to not less than
18 the California minimum wage and, pursuant to Labor Code section 1194.2(a) liquidated damages in an
19 amount equal to the unpaid minimum wages and interest thereon.

20 80. Pursuant to Labor Code section 1194, Plaintiff and Class Members are also entitled to
21 their attorneys’ fees, costs, and interest according to proof.

22 81. At all times relevant during the liability period, Defendants willfully failed and refused,
23 and continue to willfully fail and refuse, to pay Plaintiff and Class Members the amounts owed.

24 82. As described above, Plaintiff and other Class Members regularly started and ended their
25 shifts by performing work for an extended period of time that needed to be completed that day but would
26 have been beyond their scheduled shift durations, so in those instances, they were performed work off
27 the clock primarily post-shift because it was outside their scheduled shifts.

28 83. As described above, Defendants required Plaintiff and other Class Members to start their

meal periods late—after the end of the fifth hour—so that they would complete their assigned jobs in progress. Also, Defendants did not pay at least minimum wages for off-the-clock hours that qualified for overtime premium payment. Also, to the extent that these off-the-clock hours did not qualify for overtime premium pay, Defendants did not pay at least minimum wages for those hours worked off-the-clock.

84. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and all other similarly situated nonexempt, hourly, nonexempt employees, and Defendants have done so continuously throughout the filing of this complaint.

85. As a direct and proximate result of Defendants' violation of Labor Code sections 510 and 1197, Plaintiff and other Class Members have suffered irreparable harm and money damages entitling them to damages, injunctive relief or restitution. Plaintiff, on behalf of himself and on behalf of the Class, seeks damages and all other relief allowable including all wages due while working as Defendants' hourly, nonexempt employees, attorneys' fees, liquidated damages, prejudgment interest, and as to those employees no longer employed by Defendants, waiting time penalties pursuant to Labor Code sections 200, *et seq.*

86. Plaintiff and Class Members are entitled to the unpaid amount of minimum wages, prejudgment interest, liquidated damages, statutory penalties, attorneys' fees, and costs according to Labor Code sections 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure 1021.5.

IX. FOURTH CAUSE OF ACTION

Failure to Pay Overtime Wages

in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 1-2001, § 3

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

87. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

88. Pursuant to section 3 of IWC Wage Order No. 1-2001; California Code of Regulations, Title 8, Chapter 5, section 11040, section 12; and Labor Code sections 200, 204, 226, 500, 510, 512, 1194, and 1198, Defendants were required to compensate Plaintiff and members of the Class for all overtime hours worked, which is calculated at one and one-half (1½) times the regular rate of pay for

1 hours worked in excess of eight hours per day and/or 40 hours per week, and for the first eight hours on
2 the seventh consecutive work day, with double time after eight hours on the seventh day of any work
3 week, or after 12 hours in any work day.

4 89. Plaintiff and members of the Class were and are nonexempt employees entitled to the
5 protections of IWC Wage Order No. 1-2001; California Code of Regulations, Title 8, section 11040,
6 section 12; and Labor Code sections 200, 226, 500, 510, 512, 1194, and 1198. In addition, during the
7 Class Period, Plaintiff and other members of the Class consistently worked five days per week for shifts
8 of eight hours or more. During the course of Plaintiff's employment, and during the course of the
9 employment of the members of the Class, Defendants failed to compensate Plaintiff and the Class for
10 overtime hours worked as required under the aforementioned Labor Codes and Regulations.

11 90. Under the aforementioned Wage Orders, statutes, and regulations, Plaintiff and members
12 of the Class are entitled to one and one-half (1½) times and/or double their regular rate of pay for overtime
13 work performed during the four years preceding the filing of this Complaint, based on appropriate
14 calculations of the "total remuneration" for each workweek.

15 91. In violation of state law, Defendants have knowingly and willfully refused to perform
16 their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a
17 direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the
18 use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking
19 to compel Defendants to fully perform their obligations under state law, all to their respective damage in
20 amounts according to proof at time of trial, but in amounts in excess of the minimum jurisdiction of this
21 Court.

22 92. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful
23 and deliberate intention of injuring Plaintiff and the Class, from improper motives amounting to malice,
24 and in conscious disregard of Plaintiff's rights and the rights of the Class. Plaintiff and the Class are thus
25 entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts
26 according to proof a time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

27 93. Defendants' conduct described herein violates IWC Wage Order No. 1-2001; California
28 Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500, 510,

512, and 1198. Therefore, pursuant to Labor Code sections 200, 203, 204, 226, 226.7, 512, 558, and 1194, Plaintiff and the Class are entitled to recover the unpaid balance of overtime compensation Defendants owes Plaintiff and the Class, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

X. FIFTH CAUSE OF ACTION

Failure to Furnish Timely and Accurate Wage Statements

Upon Payment of Wages in Violation of Cal. Labor Code § 227.3

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

94. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

95. Labor Code section 226(a) sets forth reporting requirements for employers when they pay wages, as follows: "Every employer shall . . . at the time of each payment of wages, furnish his or her employees . . . an itemized statement in writing showing (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" Section (e) provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be 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 exceeding an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to an award of costs and reasonable attorney's fees."

96. Defendants failed to accurately record and report all hours worked, including some overtime hours worked, by Plaintiff and Class Members.

97. Additionally, Defendants failed to accurately record all rates of pay in effect during the pay period.

98. Plaintiff and Class Members were damaged by these failures because, among other things, the failures hindered Plaintiff and the Class from determining the amounts of wages actually owed to them.

99. Plaintiff and Class Members request recovery of Labor Code section 226(e) penalties

1 according to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code section 226(e),
2 in a sum as provided by the Labor Code and/or other statutes.

3 **XI. SIXTH CAUSE OF ACTION**

4 **Failure to Pay All Wages Owed Upon Separation**

5 **in Violation of Cal. Labor Code §§ 201–203**

6 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

7 100. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
8 as if fully set forth herein.

9 101. Labor Code section 201 provides, in relevant part, “[I]f an employer discharges an
10 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

11 102. Labor Code section 202 provides, in relevant part, “[I]f an employee not having a written
12 contract for a definite period quits his or his employment, his or his wages shall become due and payable
13 not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or his
14 intention to quit, in which case the employee is entitled to his or his wages at the time of quitting.”

15 103. Section 203 of the California Labor Code provides that if an employer willfully fails to
16 pay compensation promptly upon discharge or resignation, as required by sections 201 and 202, then the
17 employer is liable for penalties in the form of continued compensation up to 30 workdays.

18 104. At all times relevant during the liability period, Plaintiff and the other members of the
19 Class were employees of Defendants covered by Labor Code section 203. Pursuant to Labor Code
20 section 201, upon Plaintiff's and the Class Members' separation dates, Defendants were required to pay
21 Plaintiff and the Class Members all wages earned. Plaintiff was terminated, but Defendants did not pay
22 his final wages immediately but rather paid his final wages at least 4-5 days following his termination,
23 in violation of Labor Code section 201.

24 105. At the time of Plaintiff's and the Class Members' respective separation dates, Plaintiff and
25 Class Members had unpaid wages. Defendants willfully failed to pay Plaintiff and other members of the
26 Class who are no longer employed by Defendants for their uncompensated hours, uncompensated
27 overtime, and missed, untimely, or on-duty meal periods and rest breaks upon their termination or
28 separation from employment with Defendants as required by California Labor Code sections 201 and

202. Thus, in violation of Labor Code section 201, Defendants failed to pay Plaintiff and the Class Members the full amount of wages due and owing them, in amounts to be proven at the time of trial, but in excess of the jurisdictional minimum of this Court.

106. Defendants' failure to pay Plaintiff and the Class respective wages due and owed to them was willful, and done with the wrongful and deliberate intention of injuring Plaintiff and the Class Members and in conscious disregard of their rights.

107. Defendants' willful failure to pay former employee Plaintiff and the Class all of the wages due and owing them constitutes violations of Labor Code sections 201 and 203, which provide that an employee's wages will continue as a penalty up to 30 days from the time the wages were due. Therefore, former employee Plaintiff and the Class Members are each entitled to penalties pursuant to Labor Code section 203.

XII. SEVENTH CAUSE OF ACTION

Failure to Reimburse All Necessary, Business-Related Expenses

in Violation of Cal. Labor Code § 2802

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

108. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

109. California Labor Code section 2802 provides that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful unless the employee, at the time of obeying the directions, believed them to be unlawful."

110. During the applicable statutory period, Plaintiff and Class Members incurred necessary expenditures and losses in direct consequence of the discharge of their employment duties and their obedience to the directions of Defendants, Defendants did not reimburse Plaintiff and Class Members for these expenditures or losses. Such expenses include, but are not limited to, expenses for the purchase of box cutters and other supplies as well as personal cell phones (under-reimbursed), all of which were required to carry out their assigned duties.

111. Defendants have failed to fully reimburse Plaintiff and Class Members for necessary

business-related expenses and losses.

112. Plaintiff and Class Members are entitled to recover their necessary unreimbursed business-related expenses and losses incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California, pursuant to California Labor Code section 2802.

XIII. EIGHTH CAUSE OF ACTION

Violations of California's Unfair Competition Law ("UCL"),

California Business and Professions Code §§ 17200, *et seq.*

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

113. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

114. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any unlawful, unfair, or fraudulent business practices.

115. Through their actions alleged herein, Defendants have engaged in unfair competition within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair, and/or fraudulent business practices under the UCL.

116. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating the statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to, failure to pay Class Members wages and compensation they earned through labor provided, and failing to otherwise compensate Class Members, as alleged herein. Defendants' fraudulent conduct includes, but is not limited to, issuing wage statements containing false and/or misleading information about the time the Class Members worked and the amount of wages or compensation due.

117. Defendants' violations of California wage and hour laws and illegal payroll practices or payment policies constitute a business practice because they were done repeatedly over a significant period of time, and in a systematic manner to the detriment of Plaintiff and Class Members.

118. Plaintiff has standing to assert this claim because he has suffered injury in fact and has lost money as a result of Defendants' conduct.

1 119. For the four years preceding the filing of this action, Plaintiff and Class Members have
2 suffered damages and request restitutionary disgorgement of all monies and profits to be disgorged from
3 Defendants in an amount according to proof at the time of trial and an injunction prohibiting them from
4 engaging in the unlawful, unfair, and/or fraudulent conduct alleged herein.

5 **XIV. NINTH CAUSE OF ACTION**

6 **For Civil Penalties Pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”),**
7 **§§ 2698, *et seq.*, for Violations of California Labor Code Sections**
8 **(Brought by Plaintiff on Behalf of Himself and the General Public Against All Defendants)**

9 120. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
10 as if fully set forth herein.

11 121. PAGA provides that any provision of law under the Labor Code and applicable IWC Wage
12 Order(s) that provides for a civil penalty to be assessed and collected by California’s Labor and
13 Workforce Development Agency (“LWDA”) for violations of the California Labor Code and applicable
14 IWC Wage Order(s) may, as an alternative, be recovered by aggrieved employees in a civil action brought
15 on behalf of themselves and other current or former employees pursuant to procedures outlined in
16 California Labor Code section 2699.3.

17 122. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any person
18 who was employed by the alleged violator and against whom one or more of the alleged violations was
19 committed.”

20 123. Plaintiff and other current and former employees of Defendants are “aggrieved
21 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or former
22 employees and one or more of the alleged violations were committed against them.

23 124. Pursuant to Labor Code sections 2699.3 and 2699.5, aggrieved employees, including
24 Plaintiff, may pursue a civil action arising under PAGA, alleging violations of any provision listed in
25 section 2699.5, after the following requirements have been met:

- 26 a. The aggrieved employee shall give written notice (“Employee’s Notice”) by online filing
27 to the LWDA and by certified mail to the employer of the specific provisions of the
28 California Labor Code alleged to have been violated, including the facts and theories to

1 support the alleged violations;

2 b. The Employee's Notice filed with the LWDA is accompanied by a \$75 filing fee; and

3 c. The LWDA shall provide notice ("LWDA Notice") to the employer and the aggrieved
4 employee by certified mail that it does not intend to investigate the alleged violation within
5 60 calendar days of the postmark date of the Employee's Notice. Upon receipt of the
6 LWDA Notice, or if the LWDA Notice is not provided within 65 calendar days of the
7 postmark date of the Employee's Notice, the aggrieved employee may commence a civil
8 action pursuant to California Labor Code section 2699 to recover civil penalties in
9 addition to any other penalties to which the employee may be entitled.

10 125. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, including
11 Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those
12 listed in section 2699.5 after the following requirements have been met:

13 a. The aggrieved employee shall give written notice by online filing ("Employee's Notice")
14 to the LWDA and by certified mail to the employer of the specific provisions of the
15 California Labor Code alleged to have been violated, including the facts and theories to
16 support the alleged violations;

17 b. The Employee's Notice filed with the LWDA is accompanied by a \$75 filing fee; and

18 c. The employer may cure the alleged violation within 33 calendar days of the postmark date
19 of the Employee's Notice. The employer shall give written notice by certified mail within
20 that period of time to the aggrieved employee or representative and the agency if the
21 alleged violation is cured, including a description of actions taken, and no civil action
22 pursuant to Section 2699 may commence. If the alleged violation is not cured within the
23 33-day period, the employee may commence a civil action pursuant to Section 2699.

24 126. On October 1, 2024, Plaintiff provided written notice by online filing to the LWDA and
25 by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have
26 been violated, including facts and theories to support the alleged violations, in accordance with California
27 Labor Code section 2699.3. Plaintiff's notice to the LWDA was accompanied by the \$75 filing fee. A
28 true and correct copy of Plaintiff's written notice to the LWDA; INDEED FLEX, INC.; DENSO

INTERNATIONAL AMERICA INC.; and DENSO PRODUCTS AND SERVICES AMERICAS INC. dated October 1, 2024 is attached hereto as “**Exhibit 1.**” Exhibit 1 is incorporated into this Complaint by reference.

127. As of the filing date of the initial complaint, over 65 days have passed since Plaintiff sent the LWDA Notice described above, and the LWDA has not responded that it intends to investigate Plaintiff’s claims. Defendants have not given notice that it has cured the alleged violations set forth in this Complaint. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) and (c) to recover civil penalties against all defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

128. Labor Code section 558(a) provides that “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

129. Defendants, at all times relevant herein, were employers or persons acting on behalf of an employer(s) who violated Plaintiff’s and other non-party aggrieved employees’ rights by violating various sections of the California Labor Code as set forth above.

130. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order(s), including:

- a. Violations of Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage Order(s) for Defendants’ failure to provide Plaintiff and other Class Members with compliant meal periods and/or rest breaks, as set forth above;
- b. Violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable

IWC Wage Order(s) for Defendants' failure to compensate Plaintiff and other Class Members with at least minimum wages for all hours worked as set forth above;

c. Violations of Labor Code sections 510, 1198, and the applicable IWC Wage Order(s) for Defendants' failure to compensate Plaintiff and other Class Members with overtime wages for all hours worked in excess of eight in one day or 40 in one week and double time for all hours worked in excess of 12 hours, as set forth above;

d. Violations of Labor Code sections 226(a), 1198, and the applicable IWC Wage Order(s) for failure to provide accurate and complete wage statements to Plaintiff and other Class Members as set forth above;

e. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC Wage Order(s) for failure to maintain payroll records. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order(s). Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order(s), employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants failed, on a companywide basis, to keep records of meal period start and stop times for Plaintiff and other non-party aggrieved employees in violation of section 1198. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments" During the relevant time period, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party aggrieved employees showing

the daily hours they actually worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked;

f. Violations of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination as set forth above;

g. Violations of Labor Code section 204 for failure to pay all earned wages during employment as set forth above;

h. Violations of Labor Code section 2802 for failure to reimburse employees for all necessary, business-related expenses incurred during employment as set forth above;

i. Plaintiff and other non-party aggrieved employees are therefore entitled to recover penalties, attorneys' fees, costs, and interest thereupon, pursuant to Labor Code section 2699(f)-(g); and

j. Any and all additional applicable civil penalties and sums as provided by the California Labor Code and/or other relevant statutes.

131. Pursuant to California Labor Code sections 2699(a), 2699.3, 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other non-party aggrieved employees, and the State of California Against All Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

132. In addition, Plaintiff seeks and is entitled to sixty-five percent (65%) of all penalties obtained under California Labor Code section 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the California Labor Code, and thirty-five percent (35%) to all aggrieved employees.

133. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 2699(g)(1), 218.5, 1194(a) and any other applicable statute.

XV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public, respectfully requests that this Court find against all defendants as follows:

1. An order that this action may proceed and may be maintained as a class action;

2. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claims;
3. All unpaid overtime wages due to Plaintiff and each Class Member;
4. One hour of wages due to Plaintiff and each Class Member for each work period of more than four hours when they did not receive an uninterrupted 10-minute rest break;
5. One hour of wages due to Plaintiff and each Class Member for each work period of more than five hours when they did not receive an uninterrupted 30-minute meal period;
6. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claim;
7. For restitution of all monies due to Plaintiff and members of the Class and disgorged profits from the unlawful business practices of Defendants;
8. For waiting time penalties pursuant to Labor Code section 203;
9. Statutory penalties under Labor Code section 226(e);
10. For reimbursement of business expenses under California Labor Code section 2802;
11. For penalties pursuant to Labor Code sections 204, 206, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197.1, 1198, and 2802;
12. For injunctive relief enjoining Defendants from engaging in the unlawful and unfair business practices complained of herein;
13. For all civil penalties permitted by California's Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, based on all the alleged statutory violations set forth in this Complaint;
14. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;
15. Prejudgment interest at the maximum legal rate on all due and unpaid wages pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;
16. For reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226, 1194, 2699(g), and Code of Civil Procedure section 1021.5;
17. Accounting of Defendants' records for the liability period;
18. General, special, and consequential damages, to the extent allowed by law; and
19. All such other and further relief that the Court may deem just and proper.

1 Dated: December 4, 2024

2 **ABRAMSON LABOR GROUP**

3 By: 
4 Cheryl A. Kenner

5 Attorneys for Plaintiff BRAULIO OLMOS
6 and all others similarly situated and aggrieved
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff BRAULIO OLMOS, on behalf of himself and all others similarly situated and aggrieved,
3 hereby demands a jury trial with respect to all issues triable of right by jury.

4 Dated: December 4, 2024

ABRAMSON LABOR GROUP

6 By: 
7 Cheryl A. Kenner

8 Attorneys for Plaintiff BRAULIO OLMOS
9 and all others similarly situated and aggrieved

EXHIBIT 1



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www.AbramsonLaborGroup.com

October 1, 2024

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

Indeed Flex, Inc.
Attn: Human Resources
41673 Corning Pl.
Murrieta, CA 92562

Denso International America Inc.
Attn: Legal Department
24777 Indeed/Denso Dr.
Southfield, MI 48033

Indeed Flex, Inc.
Attn: Legal Department
10721 Domain Dr.
Austin, TX 78758

Denso Products and Services Americas Inc.
Attn: Legal Department
3900 Via Oro Ave.
Long Beach, CA 90810

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR
CODE SECTION 2698, ET SEQ.**

To: The California Labor and Workforce Development Agency; Indeed Flex, Inc.;
Denso International America Inc.; and Denso Products and Services Americas Inc.

From: Braulio Olmos, on behalf of himself and all other current and former hourly
nonexempt employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Braulio Olmos (“Mr. Olmos”) to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Olmos, “Claimants”) who

have been injured by Indeed Flex, Inc.; Denso International America Inc.; and Denso Products and Services Americas Inc. (collectively, “Indeed/Denso”) violations of the California Labor Code. Mr. Olmos, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of Indeed/Denso, intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Factual Statement:

Denso International America Inc. and Denso Products and Services Americas Inc. (collectively, “Denso”) are operating throughout California as a company that manufactures and rebuilds solderers and alternators. Indeed Flex, Inc. (“Indeed”) is a staffing agency that supplies staff to Denso, among other companies. Claimants maintain Indeed and Denso were joint employers.

Claimant Mr. Olmos works for Indeed/Denso as an hourly, nonexempt employee in the position in Packaging, earning an hourly wage from approximately June 22, 2022 through March 29, 2024. Mr. Olmos, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were engaged in the packaging, manufacturing, and rebuilding of solderers and alternators for Indeed/Denso. As part of their employment with Indeed/Denso, Claimant and other hourly, nonexempt employees, collectively, “hourly nonexempt employees,” are or were assigned to and required to suffer and permitted to work, some with and some without pay, while performing tasks collectively including, but not limited to, tasks involving the packaging, manufacturing, and rebuilding of solderers and alternators.

Claimant Mr. Olmos regularly worked five (5) to six (6) days per week for eight (8) hours or more hours per day. During the entire course of his employment, Indeed/Denso failed to provide Mr. Olmos and continues to fail to provide those similarly aggrieved with some overtime pay and compliant meal periods and rest breaks. Indeed/Denso has also failed to pay minimum wages to Mr. Olmos and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 1-2001. As a consequence, Indeed/Denso has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission (“IWC”) Wage Orders, including but not limited to, IWC Wage Order No. 1-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Indeed/Denso has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Indeed/Denso has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Indeed/Denso has failed and continues to fail to provide timely, accurate wage statements to Mr. Olmos and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Indeed/Denso, including Mr. Olmos, Indeed/Denso has violated Labor Code section 203 by failing to pay all wages due upon separation. Indeed/Denso has failed and continues to fail to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for box cutters and other supplies, which were required to carry out

their duties, in violation of Labor Code section 2802. Mr. Olmos is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Olmos intends to bring an action against Indeed/Denso under the Private Attorneys General Act (“PAGA”) to recover wages and penalties as provided by California law.¹

Theories of Labor Code Violations and Remedies:

Claimant Mr. Olmos was employed by Indeed/Denso from approximately June 22, 2022 through March 29, 2024 in Packaging. For a period of at least four (4) years prior to August 2024, but for our purposes here, one (1) year prior, Indeed/Denso has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. Indeed/Denso has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 1-2001. First, Claimants worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred because Claimants were required to clock out but also were required to complete certain tasks before leaving, so they had to complete those tasks after clocking out. Claimants’ off-the-clock time was never subsequently added and, therefore, uncompensated. Accordingly, Claimants were not paid for that time spent working off the clock. Defendant enforces these practices that effectively require Claimants to perform work after their shifts, the effects of which Defendant could have mitigated by increasing staff to complete jobs more quickly. However, Defendant instead chose to preserve smaller-than-optimum staffing levels, which also forced meal periods and rest breaks into noncompliance. With that, Indeed/Denso’s corresponding failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest breaks constitutes Indeed/Denso’s failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Indeed/Denso’s failure to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. Therefore, Claimants are entitled to recover wages

¹ Without limitation, Mr. Olmos, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 1-2001.

Claimants were at all times entitled to unpaid off-duty, uninterrupted **meal periods**. As explained in the preceding paragraph, Indeed/Denso failed to authorize and permit timely, full-length meal periods for Mr. Olmos and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 1-2001. Mr. Olmos and Claimants took their meal periods late on occasion—after the end of the fifth hour—because that is when Indeed/Denso authorized the cessation of work. Claimants also worked 12 hours without a second meal period and no valid second-meal period waiver exists. Nonetheless, Indeed/Denso did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. Accordingly, since Indeed/Denso required Mr. Olmos and others similarly situated to work during their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 1-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. However, for the same reasons cited in the preceding paragraph regarding meal periods, Indeed/Denso likewise failed to authorize and permit Mr. Olmos and all other similarly aggrieved employees to take full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 1-2001. Claimants were not able to take their requisite number of 10-minutes rest breaks based on their shift duration; in fact, Claimants regularly worked through their rest breaks or their rest breaks were interrupted requiring immediate return to work. Nonetheless, Indeed/Denso did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 1-2001. Furthermore, since Indeed/Denso required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Indeed/Denso was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. Mr. Olmos and Claimants regularly worked overtime hours. Indeed/Denso has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, Indeed/Denso failed to provide Mr. Olmos and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order No. 1-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Indeed/Denso, including Mr. Olmos, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Mr. Olmos, did

not receive his final pay of all wages immediately upon being terminated nor did he receive the wages Indeed/Denso did pay based on Indeed/Denso's prior failings to pay all wages owed every pay period, including but not limited to minimum wage, overtime, and meal and rest premiums owed and for all hours worked, as explained above. Indeed/Denso paid Mr. Olmos his final wages about 4-5 days following his termination.

Claimants were at all times entitled to be provided timely and accurate **wage statements** from Indeed/Denso pursuant to Labor Code section 226. Because Indeed/Denso failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants' wage statements were inaccurate in reflecting overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Finally, Claimants were entitled to be reimbursed by Indeed/Denso for all necessary, **business-related expenses** they incurred in executing their duties for Indeed/Denso. California Labor Code section 2802 provides that "An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Indeed/Denso, however, has failed to fully reimburse Mr. Olmos and Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for the expenses for box cutters and other supplies. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

Indeed/Denso's uniform failure to pay minimum and overtime wages, failure to keep accurate time records, failure to furnish timely and accurate wage statements, and failure to reimburse all necessary, business-related expenses violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1182.12, 1194, 1197, and 2802, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Olmos, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Indeed/Denso for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

A handwritten signature in cursive script that reads "Cheryl Kenner". The signature is written in black ink and is positioned below the company name.

Cheryl A. Kenner