

FILED
Superior Court of California
County of Los Angeles
02/03/2025
David W. Slybo, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

PORFIRIO SALGADO, as an individual and on behalf of all others similarly situated,

Plaintiff,

VS.

BEE IMAGINE, LLC, a Delaware Limited Liability Company; and DOES 1 through 100, inclusive.

Defendants.

Case No.: 24STCV31439

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

- (1) FAILURE TO PAY ALL MINIMUM WAGES (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);**
- (2) FAILURE TO PAY ALL OVERTIME WAGES (LABOR CODE §§ 204, 510, 558, 1194, 1198);**
- (3) MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, 558);**
- (4) REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516, 558);**
- (5) FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES (LABOR CODE §§ 2802 and 2804);**
- (6) WAGE STATEMENT VIOLATIONS (LABOR CODE § 226 *et seq.*);**
- (7) WAITING TIME PENALTIES (LABOR CODE §§ 201-203);**
- (8) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*); and**
- (9) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*).**

DEMAND FOR JURY TRIAL UNLIMITED CIVIL CASE

1 Plaintiff Porfirio Salgado (“Plaintiff”) on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint against
3 Bee Imagine, LLC, a Delaware Limited Liability Company, and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 action for recovery of unpaid wages and penalties under California Labor Code §§ 201-204, 226
8 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et*
9 *seq.*, California Business and Professions Code § 17200 *et seq.*, and Industrial Welfare
10 Commission Wage Order 9 (“Wage Order 9”), in addition to seeking declaratory relief and
11 restitution. This action is brought pursuant to California Code of Civil Procedure § 382. This
12 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
13 amount in controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have
18 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
19 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
20 service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident. During the four years immediately preceding
24 the filing of this action and within the statute of limitations periods applicable to each cause of
25 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
26 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
27 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226
28 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et*

1 *seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and
2 Wage Order 9, which sets employment standards for the transportation (including warehousing
3 and storage) industry.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of this action and continuing to the present, Defendants did (and
6 continue to do) business within the County of Los Angeles and the State of California by
7 providing third party logistics services in several California locations, including in Los Angeles
8 County, and therefore were (and are) doing business in the County of Los Angeles and the State
9 of California.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
13 further amend this Complaint when such true names and capacities are discovered. Plaintiff is
14 informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether
15 individual, partners, or corporate, were responsible in some manner for the acts and omissions
16 alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subject
17 to the unlawful employment practices, wrongs, injuries and damages complained of herein.

18 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 mentioned herein, Defendants were and are the employers of Plaintiff and all members of the
20 Classes.

21 7. At all times herein mentioned, each of said Defendants participated in the doing
22 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
23 Defendants, and each of them, were the agents, servants, and employees of each and every one of
24 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
25 were acting within the course and scope of said agency and employment. Defendants, and each
26 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
27 omissions complained of herein.

28 8. At all times mentioned herein, Defendants, and each of them, were members of

1 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
2 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
3 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
4 members of the Classes.

5 **GENERAL FACTUAL ALLEGATIONS**

6 9. Defendants are an industry leading third party logistics provider, which have
7 locations in Long Beach, Irwindale, and Fontana, specializing in warehousing, distribution,
8 transportation, and fulfillment. Defendants employed Plaintiff from October 2019 until
9 approximately March 22, 2024. Plaintiff primarily worked at Defendants' Fontana and Irwindale
10 locations in the non-exempt position of Warehouse Associate. Plaintiff's primary job duties
11 included unloading shipping containers, transporting pallets, and packing and unwrapping orders.
12 Unless otherwise specified all of the allegations herein occurred during Plaintiff's employment
13 with Defendants.

14 10. Throughout a portion of the relevant time period, Defendants utilized a bell
15 schedule which signaled employee start and end times, as well as times for meal and rest breaks.
16 However, upon information and belief, Defendants bell schedule rang at exact intervals of 10
17 minutes (for rest periods) and 30 minutes (for meal periods). Under California law, Defendants
18 are required to authorize and permit a "net" rest period of 10-minutes (and net 30 minute for meal
19 periods) that begins when the employee reaches a rest area away from his or her workstation and
20 must be uninterrupted during the duration of the rest period. *See e.g.*, Division of Labor Standards
21 Enforcement Manual ("DLSE Manual") §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9
22 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that "the rest period
23 begins when the employee reaches an area away from the workstation that is appropriate for
24 rest"); *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260 ("[D]uring required
25 rest periods, employers must relieve their employees of all duties and relinquish any control over
26 how employees spend their break time"). However, as a result of Defendants' timekeeping
27 practices, Defendants only authorized and permitted Plaintiff and other non-exempt employees to
28 take rest periods of exactly 10 minutes in length (and meal periods of exactly 30 minutes in

length), beginning the moment they left their workstation and requiring Plaintiff and other non-exempt employees to return to their workstations by the completion of the 10-minutes (or 30 minutes for meal periods). Because the single timeclock utilized by Defendants was a multiple minute walk from Plaintiff's workstation (and the breakroom an approximate 2 minute walk from there), Plaintiff and other non-exempt employees were not permitted full and complete 10 minute rest periods and 30 minute meal periods during the relevant time period. When Plaintiff and other non-exempt employees worked a shift over 10.0 hours, Defendants also failed to provide a second full uninterrupted 30 minute meal period. On those occasions when Defendants failed to provide Plaintiff and other non-exempt employees with all legally compliant meal and rest periods to which they were entitled, Defendants failed to always compensate Plaintiff and other non-exempt employees with an additional hour of premium pay at the employees' regular rate of pay for each workday there was a meal and rest period violation, as mandated by Labor Code § 226.7.

11. Moreover, throughout Plaintiff's employment, Defendants maintained an unlawful practice/policy whereby Plaintiff and other non-exempt employees were required to carry a radio, walkie-talkie, and/or cellphone on their persons at all times, and respond to any incoming radio calls regardless of when the call came in, including during Plaintiff's and the other non-exempt employees' purported meal periods and rest periods. If a call came in over the radio, Defendants required Plaintiff and other non-exempt employees to immediately respond and inform Defendants of their whereabouts and status, even during their meal period (without clocking back in) or rest periods. *See Kaanaana v. Barrett Business Services, Inc.* (2018) 29 Cal.App.5th 778, 808 (holding that requiring employees to work through any portion of meal period entitles them to payment for actual time worked as well as an additional hour of pay for the meal period premium). As a result of this unlawful practice, Defendants failed to pay Plaintiff and other non-exempt employees for all hours worked. Defendants also failed to provide Plaintiff and other non-exempt employees with uninterrupted meal and rest periods in violation of *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257.

12. Defendants also failed to authorize and permit all lawful rest periods of at least 10 minutes for every four hours worked, or major fraction thereof for Plaintiff and other non-exempt

employees due to Defendants' unlawful rest period policies/practices. On many occasions, Plaintiff and other non-exempt employees were required to delay, interrupt, or even forego their rest periods (including third rest periods for shifts over 10.0 hours) to complete rush and emergency accounts. Defendants expected Plaintiff and other non-exempt employees to complete all orders each day. As a result of this practice, Plaintiff and other non-exempt employees were pressured to delay and even forego breaks throughout the day to ensure they were not reprimanded for not completing their orders.

13. Defendants also failed to reimburse Plaintiff and other non-exempt employees for the use of their personal cellular phones for necessary work activities, as required by Labor Code § 2802. Specifically, Defendants required Plaintiff and other non-exempt employees to communicate with coworkers and their supervisors regarding work-related matters through their personal cellular phones. However, Defendants failed to reimburse Plaintiff and other non-exempt employees for a reasonable portion of their monthly cellular phone bills despite requiring the use of their personal cellular phones for business purposes, as required by *Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th 1137. Defendants also failed to reimburse Plaintiff and other non-exempt employees for apparel and equipment necessary for work activities, such as boots, gloves, and braces, as required by Labor Code § 2802. Specifically, Defendants required Plaintiff and other non-exempt employees to purchase this work apparel in order to complete their job duties. However, Defendants failed to reimburse Plaintiff and other non-exempt employees for the cost of these items despite requiring Plaintiff and other non-exempt employees to wear them to engage in their work.

14. As a result of Defendants' failure to accurately compensate Plaintiff and other non-exempt employees for all minimum and overtime wages and all meal and rest period premium wages, Defendants have maintained inaccurate payroll records, failed to issue accurate itemized wage statements, and failed to pay all final wages owed to non-exempt employees upon their respective separations of employment.

CLASS ACTION ALLEGATIONS

15. **Class Definitions:** Plaintiff brings this action on behalf of himself and the

following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the present.
- e. The Expense Reimbursement Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' reimbursement policies/practices, during the four years immediately preceding the filing of this action through the present.
- f. The Wage Statement Class consists of all members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class who received a wage statement from Defendants during the one year immediately preceding the filing of this action through the present, during the one year immediately preceding the filing of the Complaint through the present.
- g. The Waiting Time Class consists of all members of the Overtime Class, Minimum

1 Wage Class, Meal Period Class, and/or Rest Period Class, who separated their
2 employment with Defendants during the three years immediately preceding the
3 filing of this action through the present.

4 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
5 joining all members would be unfeasible and not practicable. The membership of the Classes is
6 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
7 greater than one hundred (100) individuals. The identity of such membership is readily
8 ascertainable via inspection of Defendants' employment records.

9 17. **Common Questions of Law and Fact Predominate/Well Defined Community**
10 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
11 situated non-exempt employees, which predominate over questions affecting only individual
12 members including, without limitation to:

- 13 i. Whether Defendants paid all minimum wages owed to members of the Minimum
14 Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2
15 and 1197;
- 16 ii. Whether Defendants lawfully paid premium wages for all overtime hours worked
17 to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194
18 and 1198;
- 19 iii. Whether Defendants provided all legally compliant meal periods to members of
20 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 21 iv. Whether Defendants authorized and permitted all lawful rest periods to members
22 of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 23 v. Whether Defendants correctly paid meal and/or rest period premium payments for
24 non-compliant meal and/or rest periods pursuant to Labor Code § 226.7;
- 25 vi. Whether Defendants' reimbursement policies accurately and fully reimbursed the
26 members of the Expense Reimbursement Class for all necessary business expenses
27 pursuant to Labor Code §§ 2802 and 2804;
- 28 vii. Whether Defendants furnished legally compliant wage statements to members of

1 the Wage Statement Class pursuant to Labor Code § 226; and

2 viii. Whether Defendants paid all wages/compensation due upon separation to
3 members of the Waiting Time Class pursuant to Labor Code §§ 201-203.

4 18. **Predominance of Common Questions:** Common questions of law and fact
5 predominate over questions that affect only individual members of the Classes. The common
6 questions of law set forth above are numerous and substantial and stem from Defendants' policies
7 and/or practices applicable to each individual class member, such as Defendants' uniform
8 minimum and overtime wage policies/practices, meal and rest period policies/practices, and
9 reimbursement practices. As such, common questions predominate over individual questions
10 concerning each individual class member's showing as to their eligibility for recovery or as to the
11 amount of their damages.

12 19. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
13 Plaintiff was employed by Defendants as a non-exempt employee in California during the
14 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
15 herein, Plaintiff, like the members of the Classes, was deprived of all minimum and overtime
16 wages owed, was not provided with all required meal periods, was not authorized and permitted
17 to take all required rest periods, did not receive meal and rest period premium wages at his regular
18 rate of pay for missed or non-compliant meal and rest periods, was not reimbursed for all required
19 business expenses, and did not receive accurate wage statements.

20 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
21 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
22 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
23 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
24 hour class actions in state and federal courts in the past and are committed to vigorously
25 prosecuting this action on behalf of the members of the Classes.

26 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves
27 an important public interest in establishing minimum working conditions and standards in
28 California. These laws and labor standards protect the average working employee from

1 exploitation by employers who have the responsibility to follow the laws and who may seek to
2 take advantage of superior economic and bargaining power in setting onerous terms and
3 conditions of employment. The nature of this action and the format of laws available to Plaintiff
4 and members of the Classes make the class action format a particularly efficient and appropriate
5 procedure to redress the violations alleged herein. If each employee were required to file an
6 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
7 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
8 their vastly superior financial and legal resources. Moreover, requiring each member of the
9 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
10 employees who would be disinclined to file an action against their former and/or current employer
11 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
12 employment. Further, the prosecution of separate actions by the individual class members, even
13 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
14 with respect to the individual class members against Defendants herein; and which would
15 establish potentially incompatible standards of conduct for Defendants; and/or legal
16 determinations with respect to individual class members which would, as a practical matter, be
17 dispositive of the interest of the other class members not parties to adjudications or which would
18 substantially impair or impede the ability of the class members to protect their interests. Further,
19 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
20 individual prosecution considering all of the concomitant costs and expenses attending thereto.
21 As such, the Classes identified herein are maintainable as a Class under § 382 of the Code of Civil
22 Procedure.

23 **FIRST CAUSE OF ACTION**

24 **MINIMUM WAGE VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

26 22. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 23. Wage Order 9, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
28 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.

1 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
2 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
3 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
4 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
5 their pay practices to the requirements of the law by failing to pay Plaintiff and members of the
6 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
7 subject to the control of Defendants and/or suffered or permitted to work under the California
8 Labor Code and Wage Order 9.

9 24. California Labor Code § 1198 makes unlawful the employment of an employee
10 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
11 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
12 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
13 amount equal to the wages due and interest thereon.

14 25. As a direct and proximate result of Defendants' non-payment of minimum wages,
15 Plaintiff and members of the Minimum Wage Class have sustained economic damages, including,
16 but not limited to unpaid wages and lost interest, in an amount to be established at trial pursuant
17 to Wage Order 9 and California Labor Code § 1199; interest pursuant to California Labor Code
18 §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to California
19 Labor Code § 1194.2; attorneys' fees and costs of suit pursuant to California Labor Code § 1194
20 *et seq.*; and damages and/or penalties pursuant to California Labor Code § 558(a).

21 26. The foregoing policies/practices are unlawful and create an entitlement to recovery
22 by Plaintiff and members of the Minimum Wage Class in a civil action for the unpaid amount of
23 minimum wages, liquidated damages, including interest thereon, statutory penalties, civil
24 penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 210, 216,
25 558, 1194, 1194.2, and 1198, and Code of Civil Procedure § 1021.5.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

4

5
6
7
8

9
0
1
2
3
4
5
6
7
8
9

20
21
22
23
24

25

26

27

28

1 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed in their affirmative obligation to provide all of their non-exempt employees in California,
3 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
4 in accordance with the mandates of the California Labor Code and Wage Order 9, § 11, for the
5 reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite
6 Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff
7 and members of the Meal Period Class at their respective regular rates of pay, in accordance with
8 California Labor Code §§ 226.7 and 512.

9 33. As a result, Defendants are responsible for paying premium compensation for meal
10 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
11 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 9, and Code of Civil Procedure
12 § 1021.5.

13 **FOURTH CAUSE OF ACTION**

14 **REST PERIOD VIOLATIONS**

15 **(AGAINST ALL DEFENDANTS)**

16 34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 35. Wage Order 9, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
18 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
19 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
20 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as
21 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
22 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
23 required by Labor Code § 226.7.

24 36. The foregoing violations create an entitlement to recovery by Plaintiff and
25 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
26 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
27 to Labor Code §§ 226.7, 516, and 558, Wage Order 9, and Code of Civil Procedure § 1021.5.
28

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES**

3 **(AGAINST ALL DEFENDANTS)**

4 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 38. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
6 states that, “[a]n employer shall indemnify his or her employee for all necessary expenditures or
7 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
8 his or her obedience to the directions of the employer.”

9 39. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
10 states that, “[a]ny contract or agreement, express or implied, made by any employee to waive the
11 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
12 employee or her personal representative of any right or remedy to which he is entitled under the
13 laws of this State.”

14 40. As alleged herein, due to Defendants’ unlawful reimbursement policies/practices,
15 Defendants failed to indemnify Plaintiff and members of the Expense Reimbursement Class for
16 all necessary business expenses incurred, including, among other things, personal cellular phone
17 usage and required apparel.

18 41. As a proximate result of Defendants’ policies and/or practices in violation of Labor
19 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class were
20 damaged in sums, which will be shown according to proof.

21 42. Plaintiff and members of the Expense Reimbursement Class are entitled to
22 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

23 43. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
24 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
25 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
26 accrue from the date on which they incurred the necessary expenditure.

SIXTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with wage statements that complied with the requirements of Labor Code § 226(a).

46. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with compliant wage statements resulted in actual injury, as said failures rendered Plaintiff and members of the Wage Statement Class unable to readily ascertain the information on their wage statements.

47. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

SEVENTH CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

48. Plaintiff re-alleges and incorporates by reference all previous paragraphs

49. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay members of the Waiting Time Class all final wages due to them at the time

1 of their separation including, among other things, underpaid overtime and minimum wages owed,
2 and meal and rest period premium wages. Further, Plaintiff is informed and believes, and based
3 thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay
4 members of the Waiting Time Class all earned wages at the end of employment in a timely manner
5 pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages
6 was willful within the meaning of Labor Code § 203.

7 51. Defendants' willful failure to timely pay Plaintiff and members of the Waiting
8 Time Class all earned wages upon separation from employment results in a continued payment
9 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
10 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
11 plus reasonable attorneys' fees and costs of suit.

12 **EIGHTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(AGAINST ALL DEFENDANTS)**

15 52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 53. Defendants have engaged and continue to engage in unfair and/or unlawful
17 business practices in California in violation of California Business and Professions Code § 17200
18 *et seq.* by, amongst other things, failing to pay Plaintiff and the Classes all minimum and overtime
19 wages owed; failing to pay all meal and rest period premium wages owed; failing to reimburse
20 all necessary business expenses incurred; and knowingly failing to furnish accurate itemized wage
21 statements.

22 54. Defendants' utilization of these unfair and/or unlawful business practices deprived
23 Plaintiff, and continues to deprive members of the Classes, of compensation to which they are
24 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
25 over Defendants' competitors who have been and/or are currently employing workers and
26 attempting to do so in honest compliance with applicable wage and hour laws.

27 55. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
28 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of

monies as necessary and according to proof to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

56. The acts complained of herein occurred within the last four years immediately preceding the filing this action.

57. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

59. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on

the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- b. Failing to pay Plaintiff and other aggrieved employees all overtime compensation earned in violation of Labor Code §§ 204, 510, 558, 1194 and 1198;
- c. Failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiff and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit Plaintiff and other aggrieved employees to take all required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at these employees' respective regular rates of compensation for rest period in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to reimburse Plaintiff and other aggrieved employees for all necessary work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 558 and 1174; and
- h. Defendants violated Labor Code § 204 by failing to pay Plaintiff and other aggrieved employees all wages earned at least twice during each calendar month.

60. On November 27, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified above. Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice

1 that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements
2 for bringing a claim under the Private Attorneys General Act with respect to these violations.

3 61. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved
4 Employees, as defined by Labor Code § 2699(c), which includes all of Defendants' current and
5 former employees who worked for Defendants in California at any time between November 27,
6 2023, and the present.

7 62. Plaintiff was compelled to retain the services of counsel to file this court action
8 to protect his interests and the interests of other aggrieved employees, and to assess and collect
9 the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs,
10 which he is entitled to receive under California Labor Code § 2699(g).

11 **PRAYER**

12 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
13 this suit is brought against Defendants, as follows:

- 14 1. For an order certifying the proposed Classes;
- 15 2. For an order appointing Plaintiff as representative of the Classes;
- 16 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 17 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
18 damages, and penalties owed according to proof pursuant to Labor Code §§ 1182.12, 1194,
19 1194.2, 1197, and 1198;
- 20 5. Upon the Second Cause of Action, for compensatory, consequential, general and
21 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 22 6. Upon the Third Cause of Action, for compensatory, consequential, general and
23 special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;
- 24 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
25 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 26 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
27 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 28 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code

1 § 226 *et seq.*;

2 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant
3 to Labor Code §§ 201-203;

4 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
5 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
6 practices declared by this Court to be in violation of California Business and Professions Code
7 § 17200 *et seq.*;

8 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other
9 aggrieved employees, and the State of California according to proof pursuant to Labor Code
10 §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
11 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
12 violation pursuant to Labor Code § 210 for each failure to pay each employee (2) \$50.00 for each
13 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
14 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
15 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
16 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
17 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
18 subsequent violation per employee per pay period for those violations of the Labor Code for
19 which no civil penalty is specifically provided, based on the Labor Code violations identified in
20 Paragraph 59 (a)-(h);

21 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor
22 Code § 218.6 and Civil Code §§ 3287 and 3289;

23 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
24 §§ 218.5, 226, 1194 *et seq.*, 2802(c), and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and
25
26
27
28

1 15. For such other and further relief the Court may deem just and proper.

2
3 Dated: February 3, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

4 By: 

5 _____
Andrew J. Rowbotham
Attorneys for Plaintiff

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

8
9 Dated: February 3, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

10 By: 

11 _____
Andrew J. Rowbotham
Attorneys for Plaintiff