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By: A. Turner Deputy

Nazo Koulloukian, SBN 263809

nazo@koullaw.com

Hilary Silvia, SBN 237993

hilary@koullaw.com

KOUL LAW FIRM

217 South Kenwood Street

Glendale, CA 91205

Telephone: (213) 761-5484

Facsimile: (818) 561-3938

Attorneys for Plaintiff,

KAREN GREEN,

and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

KAREN GREEN, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

BUDGET TRUCK RENTAL LLC a Delaware
limited liability company, and DOES 1-50,
inclusive,

Defendant.

Case No.: 24CV024666

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Failure to Pay For All Hours Worked,
Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice
Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Pay Wages Due Upon
Termination**
- 5. Failure to Provide Compliant Meal
Breaks**
- 6. Failure to Provide Rest Breaks**
- 7. Failure to Reimburse for Required
Business Expenses**
- 8. Failure to Provide Accurate Itemized
Wage Statements & Violation of
Record Keeping Requirements**
- 9. Failure to Produce Personnel Record**
- 10. Unlawful Business Practices Bus &
Prof. Code §17200**
- 11. Private Attorneys General Act
Penalties (Lab. Code §2699)**

1 Plaintiff KAREN GREEN, individually, and on behalf of all others similarly situated, all
2 aggrieved employees, and as a Private Attorney General for the State of California (collectively
3 “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and representative action on behalf of over 100 hourly, non-
6 exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff
7 brings this employment class and representative action complaint on behalf of herself, and all
8 others similarly situated, all aggrieved employees, and as a Private Attorney General for the State
9 of California against BUDGET TRUCK RENTAL LLC and DOES 1-50, inclusive, (hereafter
10 collectively “Defendant” or “Defendants”).

11 2. Defendant BUDGET TRUCK RENTAL LLC provides moving supplies and services,
12 doing business in California. Defendant hired Ms. Green on or around October 1, 2015. Ms.
13 Green’s responsibilities included moving trucks from one location to the next based on
14 reservations for truck rentals. Ms. Green was compensated \$16.00 per hour and was terminated on
15 May 28, 2024. Plaintiff and the proposed class earn at or near minimum wage.

16 3. As described further below, Defendant has violated the California Labor Code by (1)
17 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 207,
18 210, 216, 218, 218.6, 221, 223, 246, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders);
19 (2) failing to pay all wages owed twice per month (§204, 210); (3) failing to pay minimum wage
20 (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to pay wages due
21 upon termination (§201, 202, 203, 227.3, 256); (5) failing to provide rest breaks (§226 (a), 226.7,
22 512, 558, 1198, Wage Order); (6) failing to permit compliant meal breaks (§226 (a), 226.7, 512,
23 558, 1198, Wage Order); (7) failing to reimburse for required business expenses (§1198, 2802);
24 (8) failing to provide accurate itemized wage statements and violating record keeping requirements
25 (§226, 1174); (9) failing to produce personnel records (§226, 432, 1109.5); (10) unlawful and
26 unfair business practices (Bus. & Prof. Code §17200, *et. seq.*) and (8) penalties under the Private
27 Attorneys General Act (“PAGA”), Labor Code §2698 et seq. Attorney General Act (“PAGA”),
28 Labor Code §2698 et seq.

1 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
2 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
3 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
4 reasonable attorneys’ fees and costs. Pursuant to the class action procedures provided for under
5 California law, Plaintiff, on behalf of herself and proposed Class members and aggrieved
6 employees (also referred to as “Class”), also seeks injunctive relief and restitution of all benefits
7 Defendant has received from their unlawful actions as alleged herein. Plaintiff has also provided
8 notice of these claims pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development
9 Agency (“LWDA”) and now brings this First Amended Complaint, including claims for civil
10 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.* Attorney
11 General Act (“PAGA”), Labor Code §2698 *et seq.*

12 5. The “Class Period” is designated as the four-year period prior to the filing of this
13 Complaint through the date of the final disposition of this action. From the start of the Class Period
14 through the present, Defendant has had a policy and/or practice of among other violations: late
15 and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage
16 statements, and ignoring and violating California wage and hour laws, in their business as more
17 fully set forth below.

18 6. The “PAGA Period” is defined herein commences one year prior to the date of filing the
19 PAGA Notice letter with the LWDA.

20 7. Defendant has treated all persons employed in California in such a way as to violate
21 California’s laws governing conditions of employment and payment of wages owed. Plaintiff
22 asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the
23 Class members and aggrieved employees all wages owed, including overtime wages and meal and
24 rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth
25 herein. Class members and aggrieved employees are owed their back pay, plus interest and/or
26 premiums and penalties under Business and Professions Code section 17203 to compensate Class
27 members and aggrieved employees for the delay in receiving wages due.
28

1 8. Defendant, by and through their actions, has engaged in unfair competition, requiring
2 restitution to persons affected and disgorgement of profits so obtained.

3 THE PARTIES

4 9. Plaintiff KAREN GREEN is an individual who resides in California. Defendant hired
5 Ms. Green on or around October 1, 2015, as a Shuttler. Ms. Green was compensated \$16.00 per
6 hour and was terminated from Defendant on May 28, 2024.

7 10. Defendant BUDGET TRUCK RENTAL LLC is a Delaware limited liability company
8 doing business in California with the capacity to sue and to be sued and doing business, in
9 Sacramento County, State of California. Defendant exercised control over the wages, hours, and/or
10 working conditions of Plaintiff and members of the proposed class throughout the liability period.

11 11. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true
12 names and capacities are unknown to Plaintiff. When their true names and capacities are
13 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
14 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant
15 is responsible in some manner for the occurrences herein alleged, and that the damages sustained
16 by Plaintiff and the Class members and aggrieved employees herein alleged were proximately
17 caused by such Doe Defendants.

18 12. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
19 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
20 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
21 believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the
22 agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
23 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

24 JURISDICTION AND VENUE

25 13. Venue is proper in this judicial district because Defendant conducts business in this
26 County and Defendant has legal obligations to Plaintiff and many of the Class members and
27 aggrieved employees in this case that arose in this county.
28

1 14. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed
2 the minimal jurisdictional limits of the Superior Court and will be established according to proof
3 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
4 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
5 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

6 15. The California Superior Court has jurisdiction in this matter because Plaintiff is a
7 resident of California and Defendant is incorporated in and/or qualified to do business in California
8 and regularly conduct business in California. Further, there is no federal question at issue as the
9 claims herein are based solely on California law.

10
11
12 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

13 16. During the Class Period and PAGA, Defendant committed various violations of the
14 California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more
15 detail. Defendant enforces multiple policies that violate state law which are intended to increase its
16 own profits to the detriment of its employees.

17 17. Plaintiff, aggrieved employees and the putative class are employees of Defendant
18 working in or for their moving supplies and services company.

19 18. Defendant failed to (1) pay for all hours worked, including overtime hours worked
20 (§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 246, 351, 510, 558, 1194, 1197, 1197.1,
21 1198, IWC Wage Orders); (2) pay all wages owed twice per month (§204, 210); (3) pay minimum
22 wage (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) pay wages due upon
23 termination (§201, 202, 203, 227.3, 256); (5) provide rest breaks (§226 (a), 226.7, 512, 558, 1198,
24 Wage Order); (6) permit compliant meal breaks (§226 (a), 226.7, 512, 558, 1198, Wage Order); (7)
25 reimburse for required business expenses (§1198, 2802); (8) provide accurate itemized wage
26 statements and violating record keeping requirements (§226, 1174); (9) produce personnel records
27 (§226, 432, 1109.5); (10) unlawful and unfair business practices (Bus. & Prof. Code §17200, *et*.

seq.) and (8) penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 et seq. Attorney General Act (“PAGA”), Labor Code §2698 et seq.

19. Failure to pay for all hours worked, including overtime. Defendant failed to consistently and properly pay for all hours worked, including overtime compensation. For example, on occasions Plaintiff was not compensated for working as a “chase driver.” Plaintiff, class members and aggrieved employees were also from time to time underpaid hours worked due to Defendant’s rounding practice as well as Defendant’s failure to pay all overtime, sick pay, and vacation wages at the correct regular rate of pay. Plaintiff, Class members and aggrieved employees were sometimes required to work through unpaid meal periods to complete all assigned tasks in order to complete her work by the end of her shift.

20. Failure to pay wages twice per month. Defendant failed to consistently pay all wages owed twice per month.

21. Failure to pay minimum wage. Defendant failed to consistently pay minimum wage.

22. Failure to pay wages due upon termination. Defendant failed to consistently pay all wages owed upon termination.

23. Rest Breaks. Defendant failed to consistently maintain a policy and practice that provides its employees with rest periods as required by California law.

24. Meal Breaks. Defendant failed to consistently maintain a policy and practice that provides its employees with timely meal breaks as required by California law.

25. Business Expenses. Defendant failed to consistently reimburse for required business expenses. Plaintiff, class members and aggrieved employees are on occasions required to use their personal cell phones for work related communications, as well as for driving directions to various locations. Plaintiff also purchased a GPS system necessary for work. Defendant did not reimburse them for the expense of their personal cell phone use or GPS devices

26. Inaccurate Wage Statements. Defendant failed to consistently provide timely, accurate, itemized wage statements to employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

1 27. Unfair Business Practices. Based upon the above allegations, Defendant from time to
2 time engaged in unfair competition.

3 28. Plaintiff brings this action on behalf of herself, and all other persons similarly situated,
4 to recover from Defendant for failure to comply with California wage and hour laws, and for claims
5 under Business and Professions Code § 17200.

6 29. This action has been brought and may properly be maintained as a class action
7 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
8 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 100
9 employees who have been similarly injured by Defendant's unlawful employment policies and
10 practices.

11 30. The "Relevant Time Period" or proposed "Class Period" as defined herein commences
12 four years prior to the date of filing this Complaint.

13 31. The "PAGA Period" is defined herein commences one year prior to the date of filing
14 the PAGA Notice letter with the LWDA.

15 32. The PAGA Class, also referred to herein as "aggrieved employees": "All current and
16 former hourly, non-exempt employees of Defendants in California, at any time from one year
17 prior to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter."
18 Plaintiffs reserve the right to amend or modify the definition of aggrieved employees with respect
19 to the issues or in any other way.

20 33. Plaintiff brings this action on her behalf and as a class action under Cal. Code of Civil
21 Procedure §382 on behalf of the following defined groups:

22 34. Proposed Class: "All persons who are employed or have been employed by Defendant
23 in the State of California as hourly, non-exempt workers during the period of the relevant statute
24 of limitations."

25 35. Proposed Sub-classes:

26 A. All persons who are employed or have been employed by Defendant in the State
27 of California as hourly, non-exempt workers during the period of the relevant
28 statute of limitations, who worked one or more shift in excess of five (5) hours.

- 1 B. All persons who are employed or have been employed by Defendant in the State
2 of California as hourly, non-exempt workers during the period of the relevant
3 statute of limitations, who worked one or more shifts in excess of six (6) hours.
- 4 C. All persons who are employed or have been employed by Defendant in the State
5 of California as hourly, non-exempt workers during the period of the relevant
6 statute of limitations, who worked one or more shifts in excess of eight (8)
7 hours.
- 8 D. All persons who are employed or have been employed by Defendant in the State
9 of California as hourly, non-exempt workers during the period of the relevant
10 statute of limitations, who worked one or more shifts in excess of three and one-
11 half hours (3 ½), but less than or equal to six (6) hours.
- 12 E. All persons who are employed or have been employed by Defendant in the State
13 of California as hourly, non-exempt workers during the period of the relevant
14 statute of limitations, who worked one or more shifts in excess of six (6) hours,
15 but less than or equal to ten (10) hours.
- 16 F. All persons who are employed or have been employed by Defendant in the State
17 of California as hourly, non-exempt workers during the period of the relevant
18 statute of limitations, who were paid sick pay.
- 19 G. All persons who are employed or have been employed by Defendant in the State
20 of California as hourly, non-exempt workers during the period of the relevant
21 statute of limitations, who separated their employment from Defendant.
- 22 H. All persons who are employed or have been employed by Defendant in the State
23 of California as hourly, non-exempt workers during the period of the relevant
24 statute of limitations, who received pay for one or more pay periods.

25 36. This action is brought, and may properly be maintained, as a class action under CCP
26 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor
27 Code §2699 because there is a well-defined community of interest in the litigation, and the
28 proposed Class, PAGA Class, and Subclasses (collectively “Class”) are easily ascertainable.

1 37. Numerosity: The Proposed Class is so numerous that joinder of all members is
2 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
3 time period, Defendant employed over 100 putative Class Members who are geographically
4 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
5 available method for the fair and efficient adjudication of this controversy. Membership in the
6 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
7 records, among other records within Defendant's possession and control.

8 38. Typicality: Plaintiff's claims are typical of the claims of the Class Members. Plaintiff,
9 like others similarly situated, was subjected to Defendant's common, unlawful policies, practices,
10 and procedures described above. The Plaintiff's positions at the company was typical of those of
11 other Class Members. Plaintiff's claims are typical of the claims of each Class Member because
12 each have sustained damages arising out of and caused by Defendant's common course of conduct,
13 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the
14 Class.

15 39. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
16 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
17 California labor and employment litigation.

18 40. Commonality: Common questions of law and fact exist, including but not limited to
19 the following:

- 20 i. Whether Defendant violated wage and hour laws by failing to pay overtime
21 wages;
- 22 ii. Whether Defendant violated wage and hour laws by failing to pay all wages
23 owed twice per month;
- 24 iii. Whether Defendant violated wage and hour laws by failing to pay minimum
25 wage;
- 26 iv. Whether Defendant violated wage and hour laws by failing to pay all wages
27 due upon termination;
- 28

- v. Whether Defendant violated wage and hour laws by failing to provide rest breaks;
- vi. Whether Defendant's policy and practice concerning rest breaks was unlawful;
- vii. Whether Defendant violated wage and hour laws by failing to provide timely meal breaks;
- viii. Whether Defendant's policy and practice concerning meal breaks was unlawful;
- ix. Whether Defendant violated wage and hour laws by failing to reimburse for required business expenses;
- x. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- xi. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- xii. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xiii. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xiv. Whether Defendant's conduct was willful and reckless;
- xv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xvi. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

41. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation

1 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual
2 actions impracticable given the expenses and burdens associated with seeking individual relief.
3 Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity
4 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
5 employees who rely on their wages and requiring that each individual take time away from work
6 to prosecute individual actions would be inequitable and result in undue hardship for the individual
7 Class members and their families. Public policy favors efficient resolution of their claims and
8 uniform enforcement of California Labor laws against entities skirting their legal obligations at the
9 expense of a vulnerable working population.

10 42. Manageability: Plaintiff is informed and believes that all allegations in this Complaint
11 are capable of being determined on the same evidence and based primarily on review of corporate
12 records and key testimony of Defendant's corporate representatives. To the extent statistical
13 analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ
14 competent experts and consultants in the field to determine and review evidence for both issues of
15 liability and damages in a scientifically reliable manner.

16 43. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules
17 of Court, that the absent Class and Subclass Members be notified by the best notice practicable
18 under the circumstances, including individual notice to all members who can be identified through
19 reasonable effort. The names and address of the Class and Subclass Members are available from
20 Defendant.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS**
23 **WORKED**

24 Cal. Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 246, 351, 510,
25 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders

26 **(Plaintiff Against All Defendants)**

27 44. Plaintiff incorporates by reference in this cause of action each allegation of the
28 preceding paragraphs as though fully set forth herein.

1 45. Defendant's conduct described in this complaint from time to time violates the
2 provisions of Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 246, 351,
3 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders.

4 46. The Wage Orders define "hours worked" as "the time during which an employee is
5 subject to the control of an employer, and including all the time the employee is suffered or
6 permitted to work, whether or not required to do so." Defendant has been engaged in many
7 unlawful employment practices which resulted in underpayment for hours worked, including
8 overtime hours worked, as more fully set forth below. Defendant has also failed to pay the required
9 minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

10 47. Plaintiff, class members and aggrieved employees have been employed under
11 conditions prohibited by the wage order, and thus Defendant has also violated §§1198 and 1199.

12 48. Off-the-Clock Hours Worked. Plaintiff, class members and aggrieved employees
13 frequently worked off the clock and were routinely subjected to periods wherein they were under
14 the Defendant's control but not compensated for their time. Plaintiff, class members and aggrieved
15 employees were also on occasions underpaid hours worked due to Defendant's rounding practice
16 as well as Defendant's failure to pay all overtime, sick pay, and vacation wages at the correct
17 regular rate of pay.

18 49. Work Performed During Unpaid Meal Periods. As more fully set forth below,
19 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less
20 than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and
21 512. For example, on occasions subject to proof, Plaintiff was required to work through unpaid
22 meal periods to complete all assigned tasks in order to complete her work by the end of her shift.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

25 Cal. Lab. Code §§204, 210

26 (Plaintiff Against All Defendants)

27 50. Plaintiff incorporates by reference in this cause of action each allegation of the
28 preceding paragraphs as though fully set forth herein.

1 51. Defendant's conduct described in this complaint violates the provisions of Labor Code
2 §§ 204, 210.

3 52. Defendant was required to pay Plaintiff, class members and aggrieved employees all
4 wages earned twice during each calendar month pursuant to Labor Code §204(a).

5 53. Defendant failed to pay all wages earned to employees as a result of the unlawful
6 employment policies and practices discussed herein. As a result of these practices, employees were
7 underpaid for hours worked, including overtime and penalty wages, and this underpayment
8 resulted in a failure to pay all wages owed twice per month.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGE**

11 Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

12 **(Plaintiff Against All Defendants)**

13 54. Plaintiff incorporates by reference in this cause of action each allegation of the
14 preceding paragraphs as though fully set forth herein.

15 55. Defendant's conduct described in this complaint violates the provisions of Labor Code
16 §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

17 56. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
18 to suffer or permit a California employee to work without paying wages at the proper minimum
19 wage for all time worked as required by the applicable IWC Wage Order.

20 57. Defendant failed to pay Plaintiff, class members and aggrieved employees for all hours
21 worked as a result of Defendant's practices described above. Based on Defendant's unlawful
22 conduct described herein, and because Plaintiff and the class members were paid at or near
23 minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a
24 payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197,
25 1197.1, 1199 and the Wage Orders.

26 **FOURTH CAUSE OF ACTION**

27 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

28 Cal. Labor Code §§ 201, 202, 203, 227.3, 256

(Plaintiff Against All Defendants)

58. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

59. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 201, 202, 203, 227.3, 256.

60. An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated.

61. Defendant willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders

(Plaintiff Against All Defendants)

62. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

63. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders.

64. Defendant failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Plaintiff reports that employees frequently missed rest periods as a result of Defendant's staffing and business practices, and that rest breaks were often not scheduled into daily shifts.

65. Plaintiff and her coworkers from time to time missed rest breaks due to the press of work. Plaintiff, class members and aggrieved employees were on occasions given too much work to complete within their scheduled shifts while also taking required breaks.

1 66. Rest periods were either less than ten minutes, not provided, interrupted or late, “on
2 duty,” or not scheduled before and after a meal period for shifts greater than six hours, as
3 prescribed by California law because Defendant: (1) did not account for all hours worked that were
4 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
5 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
6 inform and train employees about when, where and how to take timely and uninterrupted ten-
7 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
8 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
9 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
10 break policy.

11 67. Defendant did not authorize or permit all of its hourly employees to take at least a ten
12 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
13 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
14 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
15 the Wage Order, Defendant is liable under Labor Code §1198.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE COMPLIANT MEAL BREAKS**

18 Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order

19 **(Plaintiff Against All Defendants)**

20 68. Plaintiff incorporates by reference in this cause of action each allegation of the
21 preceding paragraphs as though fully set forth herein.

22 69. Defendant’s conduct described in this complaint from time to time violates the
23 provisions of Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order.

24 70. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
25 period of more than five hours per day without providing the employee with a meal period of not
26 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
27 to work during any meal... period mandated by an applicable order of the Industrial Welfare
28 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee

1 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
2 duty’ meal period and counted as time worked.”

3 71. Defendant failed to consistently permit Plaintiff and others to take timely, off-duty,
4 meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of
5 Labor Code §§226.7 and 512. Defendant also from time to time failed to pay all penalty pay to
6 Plaintiff or class members for noncompliant meal periods. As a derivative claim, Plaintiff alleges
7 that pay statements were inaccurate, failing to include required meal period penalties, thus failing
8 the requirements of Labor Code §226(a).

9 72. In this case, Plaintiff and Plaintiff’s coworkers frequently missed first and second meal
10 periods. When meal periods were provided, they were often late, short, and/or interrupted. For
11 example, Plaintiff’s meal periods were often late because she was not permitted to stop to take
12 them when on the road. Moreover, she was on occasions required to work through unpaid meal
13 periods in order to get all assigned work completed before her shift ended. Finally, when Plaintiff
14 and her coworkers worked over 10 hours, they were not consistently permitted to take second meal
15 periods.

16 73. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
17 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
18 (2) did not adequately inform and train employees about their rights to meal periods and premium
19 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
20 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
21 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
22 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,
23 refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because
24 Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods.
25 Plaintiff, class members and aggrieved employees were not paid a premium payment, paid as an
26 hour’s wage when meal periods were not given to them in compliance with California law.

27 74. Rounding Meal Period Time Entries. Meal periods were also noncompliant because
28 Defendant rounded and thus altered timeclock entries for meal periods on certain occasions so that

1 they do not show a meal period violation. Our Supreme Court has recently re-emphasized the
2 importance of fully compliant meal periods, holding that employers must record meal period time
3 entries to the exact minute, prohibiting rounding or shaving time for employee meal periods.
4 (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 67.).

5 6 7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

9 Cal. Labor Code §§ 1198, 2802

10 (Plaintiff Against All Defendants)

11 75. Plaintiff incorporates by reference in this cause of action each allegation of the
12 preceding paragraphs as though fully set forth herein.

13 76. Defendant's conduct described in this complaint from time to time violates the
14 provisions of Labor Code §§ 1198, 2802.

15 77. Labor Code §2802 requires employers to indemnify employees for necessary
16 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

17 78. Plaintiff, class members and aggrieved employees are sometimes required to use their
18 personal cell phones for work related communications, as well as for driving directions to various
19 locations. Plaintiff also purchased a GPS system necessary for work. Defendant did not
20 consistently reimburse them in any way for the expense of their personal cell phone use or GPS
21 devices as required by the Labor Code.

22 **EIGHTH CAUSE OF ACTION**

23 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

24 Cal. Labor Code §§ 226, 1174

25 (Plaintiff Against All Defendants)

26 79. Plaintiff incorporates by reference in this cause of action each allegation of the
27 preceding paragraphs as though fully set forth herein.

1 80. Defendant's conduct described in this complaint from time to time violates the
2 provisions of Labor Code §§ 226, 1174.

3 81. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
4 wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and
5 keep accurate records as required by §1174(d).

6 82. The statements provided to Plaintiff, class members and aggrieved employees, and the
7 records maintained by Defendant, have not consistently accurately reflected actual gross wages
8 earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and
9 overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

10 83. §226 (a) requires:

11 A. An employer, semimonthly or at the time of each payment of wages,
12 shall furnish to his or her employee, either as a detachable part of the check,
13 draft, or voucher paying the employee's wages, or separately if wages are paid
14 by personal check or cash, an accurate itemized statement in writing showing
15 (1) gross wages earned, (2) total hours worked by the employee, except as
16 provided in subdivision (j), (3) the number of piece-rate units earned and any
17 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
18 deductions, provided that all deductions made on written orders of the employee
19 may be aggregated and shown as one item, (5) net wages earned, (6) the
20 inclusive dates of the period for which the employee is paid, (7) the name of the
21 employee and only the last four digits of his or her social security number or an
22 employee identification number other than a social security number, (8) the
23 name and address of the legal entity that is the employer and, if the employer is
24 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
25 and address of the legal entity that secured the services of the employer, and (9)
26 all applicable hourly rates in effect during the pay period and the corresponding
27 number of hours worked at each hourly rate by the employee...
28

1 84. Such failures called injury to Plaintiff and others, by, among other things, impeding
2 them from knowing the true legal name of their employer, the total hours worked, and the amount
3 of wages to which they are and were entitled. Defendant knowingly and intentionally failed to
4 accurately itemize the gross wages earned, net wages earned, and total hours worked.

5 85. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff, class members
6 and aggrieved employees to sign employment-related contracts and documents that contained
7 unlawful terms of employment, including invalid meal period waivers resulting from a
8 noncompliant meal period policy and/or practice.

9 **NINTH CAUSE OF ACTION**

10 **FAILING TO PRODUCE PERSONNEL RECORDS**

11 Cal. Labor Code §§ 226, 432, 1109.5

12 (Plaintiff Against All Defendants)

13 86. Plaintiff incorporates by reference in this cause of action each allegation of the
14 preceding paragraphs as though fully set forth herein.

15 87. Defendant's conduct described in this complaint from time to time violates the
16 provisions of Labor Code §§ 226, 432, 1109.5.

17 88. In addition to their right to time and pay records, employees, and their representatives,
18 have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section
19 1198.5. This statute applies to both former and current employees. Labor Code section 432 further
20 specifies that employers must furnish copies of all employment records bearing the employee's
21 signature.

22 89. Labor Code section 1198.5 also requires that the file be made available for inspection
23 or receipt within a "reasonable" amount of time, but "not later than 30 calendar days from the date
24 the employer receives a written request." An employer's failure to comply within this timeframe
25 likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750)
26 penalty from the employer. Lab. Code section 1198.5(k).

27 90. For example, Plaintiff requested her records on June 28, 2024, and as of the date of
28 filing this complaint, Defendant has failed to produce her personal file and wage records.

1 91. Defendant failed to timely produce or make available a current or former employee's
2 personnel records and/or payroll records when requested pursuant to Labor Code sections 226,
3 1198.5, 432, and/or the applicable Wage Order. Moreover, Defendant continues to fail to produce
4 Plaintiff's records, and the records of other class members upon request, as required.

5 92. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff, class members
6 and aggrieved employees to sign employment related contracts and documents that contained
7 unlawful terms of employment.

8
9 **TENTH CAUSE OF ACTION**

10 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

11 California Business and Professions Code section 17200, et seq.

12 **(Plaintiff Against All Defendants)**

13 93. Plaintiff incorporates by reference in this cause of action each allegation of the
14 preceding paragraphs as though fully set forth herein.

15 94. Defendant from time to time knowingly committed, and upon information and belief
16 continue to commit, ongoing unlawful business practices within the meaning of the UCL,
17 including, but not limited to unlawful practices as described in the causes of action articulated
18 above, and hereby incorporated herein.

19 95. Plaintiff lost money and property as a result of Defendant's unlawful business practices
20 described above.

21 96. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
22 money or property acquired by Defendant by means of such unlawful business practices, in
23 amounts not yet known, but to be ascertained at trial.

24 97. Pursuant to the UCL, Plaintiff, class members and aggrieved employees are entitled to
25 injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does
26 not issue enjoining Defendant from engaging in the unlawful business practices described above,
27 Plaintiff and the general public will be irreparably injured.

1 98. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
2 by this Court, will continue to engage in the unlawful business practices described above in
3 violation of the UCL, in derogation of the rights of Plaintiff, class members and aggrieved
4 employees and of the general public.

5 99. Plaintiff's success in this action will result in the enforcement of important rights
6 affecting the public interest by conferring a significant benefit upon the general public.

7 100. Defendant's numerous violations of local and California law, as well as the other
8 statutory and regulatory violations alleged herein, constitute unlawful business actions and
9 practices in violation of Business and Professions Code § 17200, et seq.

10 101. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class
11 Members are entitled to restitution of unpaid wages, including overtime, sick pay, and premium
12 wages, among other relief alleged herein, that were withheld and retained by Defendant during a
13 period that commences four years prior to the filing of this action. Plaintiff is further entitled to a
14 permanent injunction requiring Defendant to comply with all provisions of California labor law,
15 including properly paying the lawful rate of pay for all hours worked, properly paying sick pay,
16 providing rest periods to all workers as defined herein, timely paying due wages upon termination,
17 maintaining accurate wages statements and payroll records, in addition to an award of attorneys'
18 fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

19 **ELEVENTH CAUSE OF ACTION**

20 STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT,
21 LABOR CODE §2698 *et seq.* AGAINST ALL DEFENDANTS

22 81. Plaintiffs incorporate by reference in this cause of action each allegation of the
23 preceding paragraphs as though fully set forth herein.

24 82. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an
25 aggrieved employee, on behalf of themselves and other current or former employees, may recover
26 penalties under any provision of the Labor Code that provides for civil penalties. These penalties
27 are in addition to any other relief available under the Labor Code. Plaintiffs are aggrieved
28 employees under PAGA.

1 83. As set forth above, Defendants have committed numerous violations for which the
2 Labor Code provides for penalties, including violations of all applicable Labor Code provisions
3 set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned
4 Labor Code provisions as statutes to which §2699.3's procedural requirements must be met before
5 a penalty may be assessed under §2699(f). Plaintiffs have complied with the procedural
6 requirements specified in §2699.3 by providing written notice to the Defendants and the Labor &
7 Workforce Development Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and
8 correct copy of the Notice correspondence showing compliance with §2699.3. No notice of intent
9 to investigate the alleged violations was provided within the statutory period. Consequently,
10 Plaintiffs have exhausted administrative remedies, and on behalf of themselves and all other
11 aggrieved current and former employees of Defendants. Plaintiffs, therefore, now pursue this cause
12 of action as permitted by §2698, et seq.

13 84. Enforcement of statutory provisions enacted to protect workers and to ensure proper
14 and prompt payment of wages due to employees is a fundamental public interest in California.
15 Consequently, Plaintiffs' success in this action will result in the enforcement of important rights
16 affecting the public interest and will confer a significant benefit upon the general public. Private
17 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
18 enforcement. Plaintiffs have incurring a financial burden in pursuing this action and it would be
19 against the interests of justice to require payment of attorneys' fees and costs from any recovery
20 that might be obtained herein, pursuant to, inter alia, Labor Code §§2698, et seq., and Code of
21 Civil Procedure §1021.5

22 85. In addition, if Plaintiffs succeed in enforcing these rights affecting the public
23 interest, then attorneys' fees may be awarded to Plaintiffs and against Defendants under Code of
24 Civil Procedure §1021.5 and other applicable law in part, because:

25 86. A successful outcome in this action will result in the enforcement of important
26 rights affecting the public interest by requiring Defendants to comply with the wage and hour laws
27 and California's unfair business practice law;
28

87. This action will result in a significant benefit to Plaintiffs, the Class, and the general public by bringing to a halt unlawful and/or unfair activity;

88. Unless this action is prosecuted, members of the Class and general public will not recover those moneys, and many of Defendants' employees would not be aware that the acts and practices they were subjected to by Defendants were wrongful;

89. Unless this action is prosecuted, Defendants will continue to mislead their employees about the true nature of their rights and remedies under the wage and hour laws; and

90. An award of attorneys' fees and costs is necessary for the prosecution of this action and will result in a benefit to Plaintiffs, the Class, aggrieved employees, and to consumers in general, by preventing Defendants from continuing to circumvent the wage and hour statutes and frustrate the long-standing recognition by the California legislature and the courts that such statutes, as pled herein, are not merely a matter of private concern between employer and employee to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and private agreements. Rather, the wage and hour statutes have been described as a matter of public concern, were designed to provide minimum substantive guarantees to individual workers and are essential to public welfare.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the Proposed Class, request judgment and the following specific relief against Defendant as follows:

- A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;
- B. That the Court determine that this action may be maintained as a PAGA representative action under Cal. Labor Code. §2698 *et seq.*
- C. Provision of class notice to all members of the Class;
- D. That Defendant is found to have violated the above-referenced provisions of the Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members and relevant subclass Members;

- 1 E. For compensatory damages, in an amount according to proof at trial, with
2 interest thereon;
- 3 F. For compensation for not being paid overtime;
- 4 G. For compensation for not being paid all wages owed twice per month;
- 5 H. For compensation for not being paid minimum wage;
- 6 I. For compensation for not being paid all wages due upon termination;
- 7 J. For compensation for not being provided rest breaks;
- 8 K. For compensation for not being provided timely meal breaks;
- 9 L. For compensation for not being reimbursed for required business expenses;
- 10 M. For compensation for not being paid premium and penalty wages;
- 11 N. That Defendant's actions are found to be willful and/or in bad faith to the extent
12 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
13 willful failure to pay all compensation owed at the time of separation to
14 Plaintiff, class members and aggrieved employees no longer employed by
15 Defendant;
- 16 O. That Plaintiff, class members and aggrieved employees receive penalties for
17 Defendant's violation of §226 and 1174 of the California Labor Code for willful
18 failure to provide and maintain the required accurate and itemized wage
19 statements;
- 20 P. That Plaintiff, class members and aggrieved employees receive an award in the
21 amount of unpaid wages owed, including interest thereon, and penalties as
22 provided in the Labor Code, CCR and Wage Order, including under Labor Code
23 §§ 203, 510, and 558, subject to proof at trial;
- 24 Q. That Defendant be ordered to pay restitution to Plaintiff, class members and
25 aggrieved employees for amounts acquired through Defendant's unlawful
26 activities pursuant to Business and Professions Code §§ 17200-05 and enjoined
27 to cease and desist from unlawful and unfair activities in violation of California
28 Business and Professions Code § 17200 et. seq.;

- 1 R. That the Court award penalties pursuant to Labor Code §2698 *et seq.*;
- 2 S. That Plaintiff, class members and aggrieved employees receive an award of
- 3 reasonable attorneys' fees and costs pursuant to Code of Civil Procedure
- 4 §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;
- 5 T. That the Court issue declaratory relief that Defendant's challenged policies are
- 6 unlawful; and
- 7 U. That the Court order further relief, in law and equity, as it deems appropriate
- 8 and just.

9

10 DATED: January 27, 2025

KOUL LAW FIRM, APC



Nazo Koulloukian, Esq.
Attorneys for Plaintiff KAREN GREEN and
putative class members

EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

November 22, 2024

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Budget Truck Rental LLC
2710 Gateway Oaks Drive
Sacramento, California 95833

Budget Truck Rental LLC
6 SYLVAN WAY
PARSIPPANY, NJ 07054

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant: Karen Green

Employer: Budget Truck Rental LLC

Dear Sir or Madam:

Karen Green (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Budget Truck Rental LLC (hereafter “Employer”).

Employer hired Ms. Green on or around October 1, 2015, as a Shuttler. Primarily, Ms. Green was responsible for moving trucks from one location to the next based on reservations for truck rentals. Ms. Green was compensated \$16.00 per hour and was terminated from Employer on May 28, 2024.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512,

558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

Employer violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Employer continues to commit all the violations alleged herein.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 246, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time.

For example, Claimant was not being compensated for working as a “chase driver.” Employees were also underpaid hours worked due to Employer’s rounding practice as well as Employer’s failure to pay all overtime, sick pay, and vacation wages at the correct regular rate of pay.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

Claimant was required to work through unpaid meal periods to complete all assigned tasks in order to complete her work by the end of her shift.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3, 256 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, “[a]n 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...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employer failed to pay all penalty pay to Claimant or aggrieved employees for noncompliant meal periods. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

In this case, Claimant and Claimant’s coworkers frequently missed first and second meal periods. When meal periods were provided, they were often late, short, and/or interrupted. For example, Claimant’s meal periods were often late because she was not permitted to stop to take them when on the road. Moreover, she was required to work through unpaid meal periods in order to get all assigned work completed before her shift ended. Finally, when Claimant and her coworkers worked over 10 hours, they were not permitted to take second meal periods.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law.

Rounding Meal Period Time Entries

Meal periods were also noncompliant because Employer rounded and thus altered timeclock entries for meal periods so that they do not show a meal period violation. Our Supreme Court has recently re-emphasized the importance of fully compliant meal periods, holding that employers must record meal period time entries to the exact minute, prohibiting rounding or

shaving time for employee meal periods. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 67.)

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Claimant and her coworkers almost never took rest breaks due to the press of work. Employers were given too much work to complete within their scheduled shifts while also taking required breaks.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour penalty, as required. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.*

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2699 *et seq.*

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, as well as for driving directions to various locations. Claimant also purchased a GPS system necessary for work. Employers did not reimburse them in any way for the expense of their personal cell phone use or GPS devices as required by the Labor Code.

Failure to Provide Potable Drinking Water

(Cal. Labor Code §2441)

California Labor Code §2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395 requires the provision of “potable drinking water meeting the requirements of §§1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge.”8 CCR § 3457(c) further requires the provision of potable drinking water and single-use cups.

Claimant and her coworkers were not provided with potable water and single-use cups as required by law.

Pursuant to §2441, “Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal. Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.”

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§ 226, 1174, 2699 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

The statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Failure to Produce Personnel Records
(Cal. Labor Code §§ 226, 432, 1109.5, 2698 et seq)

In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee's signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days from the date the employer receives a written request." An employer's failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

For example, Claimant requested her records on June 28, 2024, and as of the date of this letter, Employer has failed to produce her personal file and wage records.

Employer failed to timely produce or make available a current or former employee's personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. Moreover, Employer continues to fail to produce Claimant's records, and the records of other aggrieved employees upon request, as required.

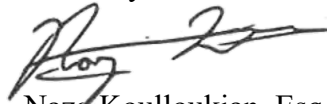
These violations subject Employer to penalties under Labor Code sections 226, 1198.5, and 2699.

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment related contracts and documents that contained unlawful terms of employment.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', written over a horizontal line.

Nazo Koulloukian, Esq.
Attorney for Claimant

PROOF OF SERVICE

Case No. 24CV024666
Green v Budget Truck Rental LLC

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On January 27, 2025, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

 X

BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Jody A. Landry
Robert M. Geiger
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101
jlandry@littler.com
rgeiger@littler.com
MHorton@littler.com

Attorneys for Defendant BUDGET TRUCK RENTAL LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this January 27, 2025, in Glendale, California.



NADIA CHAVEZ