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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ANTHONY RODRIGUEZ, an individual, on behalf of himself and all others similarly situated, and on behalf of the State of California and other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

HOSKINS EQUIPMENT, LLC, a California Limited Liability Company, and DOES 1 to 50, inclusive,

Defendants.

CASE NO.: 30-2026-01595734-CU-OE-CXC

Assigned for All Purposes to the Honorable Melissa R. McCormick Department CX105

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES & ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.

1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
6. Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
7. Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);

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8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
10. Violation of California Business & Professions Code § 17200, *et seq.*; and
11. Violation of California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ANTHONY RODRIGUEZ ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and on behalf of the State of California and other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class and representative action is brought pursuant to the California Code of Civil Procedure section 382 and California Labor Code section 2698, et seq.. The monetary damages, restitution, and civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of

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California, County of Orange. The majority of acts and omissions alleged herein relating to Plaintiff, the Class Members, and the Aggrieved Employees took place in the State of California, including the County of Orange.

5. Plaintiff brings the First through Tenth Causes of Action individually and as a class action on behalf of himself and certain current and former employees of Defendant (hereinafter collectively referred to as the "Class" or "Class Members," and defined more fully below).

6. Plaintiff brings the Eleventh Cause of Action as a representative action under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. ("PAGA"), to recover civil penalties on behalf of himself, the State of California, and all other current and former non-exempt, hourly-paid delivery drivers employed by Defendant in California during the applicable statutory period (the "PAGA Period") who suffered the violations described herein (the "Aggrieved Employees").

PARTIES

7. Plaintiff ANTHONY RODRIGUEZ is an individual residing in the State of California, County of Los Angeles.

8. Defendant HOSKINS EQUIPMENT, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Orange.

9. At all relevant times, Defendant HOSKINS EQUIPMENT, LLC, was the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

10. At all times herein relevant, Defendant HOSKINS EQUIPMENT, LLC, and DOES 1 to 50, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators, and/or assigns of each of the other, and at all times relevant hereto, were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission,

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encouragement, authorization, and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual, or otherwise, of defendants DOES 1 to 50, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based thereon, alleges that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint and unlawfully caused the injuries and damages to Plaintiff, the Class Members, and the Aggrieved Employees as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

12. Defendant HOSKINS EQUIPMENT, LLC, and DOES 1 to 50 will hereinafter collectively be referred to as "Defendant."

13. Plaintiff further alleges that Defendant directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class Members, and the Aggrieved Employees so as to make Defendant liable as an employer under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

14. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated and, thus, seeks class certification under California Code of Civil Procedure section 382.

15. The proposed class is defined as follows:

Class: All current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.

Subclass A: All Class Members who were subject to Defendant's practice of automatically deducting thirty (30) minutes from recorded work time for meal periods, regardless of whether the employee actually received an uninterrupted, off-duty meal period.

16. Plaintiff reserves the right to establish additional subclasses as appropriate.

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17. The class is ascertainable, and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals, and the identity of such membership is readily ascertainable by inspection of Defendant's employment records.

b. Typicality: Plaintiff's claims are typical of the Class Members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the Class with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the Class. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the

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complaint anonymity that allows for the vindication of their rights.

18. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

a. Whether Defendant's failure to pay wages, without abatement or reduction, in accordance with the California Labor Code was willful;

b. Whether Defendant had a corporate policy and practice of automatically deducting time for meal periods that Plaintiff and the Class did not actually receive;

c. Whether Defendant had a corporate policy and practice of failing to pay its hourly-paid or non-exempt employees within the State of California for all hours worked, including time spent reviewing next-day delivery schedules, and for missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

d. Whether Defendant required Plaintiff and the Class to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the Class;

e. Whether Defendant deprived Plaintiff and the Class of meal and/or rest periods or required Plaintiff and the Class to work during meal and/or rest periods without compensation;

f. Whether Defendant failed to pay minimum wages to Plaintiff and the Class for all hours worked;

g. Whether Defendant failed to pay all wages due to Plaintiff and the Class within the required time upon their discharge or resignation;

h. Whether Defendant failed to timely pay all wages due to Plaintiff and the Class during their employment;

i. Whether Defendant complied with wage reporting as required by the California Labor Code, including, *inter alia*, section 226;

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j. Whether Defendant kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);

k. Whether Defendant failed to reimburse Plaintiff and the Class for necessary business-related expenses and costs, including required work boots;

l. Whether Defendant's conduct was willful or reckless;

m. Whether Defendant engaged in unfair business practices in violation of California Business & Professions Code section 17200*, et seq*.;

n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendant's violation of California law; and

o. Whether Plaintiff and the Class are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

19. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendant.

20. At all times herein set forth, PAGA provides that any provision of the California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the California Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed, pursuant to the procedures specified in California Labor Code section 2699.3.

21. Pursuant to California Labor Code section 2699(c)(1), an "aggrieved employee" is any person who was employed by the alleged violator and personally suffered each of the violations alleged during the period prescribed under California Code of Civil Procedure section 340.

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22. Defendant employed Plaintiff in California as a non-exempt, hourly-paid delivery driver from on or about August 1, 2013 through on or about August 27, 2026. Plaintiff personally suffered each of the violations alleged herein during the PAGA Period, and he is therefore an "aggrieved employee" within the meaning of California Labor Code section 2699(c)(1). The Aggrieved Employees are current or former employees of Defendant against whom one or more of the violations alleged herein were committed during the PAGA Period.

23. Pursuant to California Labor Code section 2699.3, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations (the "Employee's Notice"). The Employee's Notice filed with the LWDA shall be accompanied by a filing fee of seventy-five dollars ($75).

b. The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violations within sixty (60) calendar days of the postmark date of the Employee's Notice (the "LWDA Notice"). Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699.

24. Pursuant to California Labor Code section 2699.3(a)(2)(C), a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under PAGA at any time within sixty (60) days of the time periods specified in PAGA.

25. On September 3, 2026, Plaintiff gave written notice by online filing with the LWDA and by certified mail to Defendant HOSKINS EQUIPMENT, LLC of the specific

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provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff's certified mail notice to Defendant HOSKINS EQUIPMENT, LLC was postmarked on September 3, 2026. Plaintiff paid the seventy-five dollar ($75) filing fee required by California Labor Code section 2699.3(a)(1)(B). The LWDA did not provide notice of any intent to investigate the alleged violations within sixty-five (65) calendar days of the postmark date of Plaintiff's notice.

26. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendant for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

GENERAL ALLEGATIONS

27. At all relevant times set forth herein, Defendant employed Plaintiff, the Class Members, and the Aggrieved Employees as hourly-paid or non-exempt employees within the State of California, including the County of Orange.

28. Defendant employed Plaintiff as an hourly-paid, non-exempt delivery driver from on or about August 1, 2013 through on or about August 27, 2026 in the State of California. Plaintiff picked up and dropped off his delivery truck at Defendant's facility located at 1000 Leslie Street, La Habra, California 90631, and regularly made deliveries to customers throughout Southern California. Plaintiff earned $25.50 per hour at the time of his separation.

29. Defendant hired Plaintiff, the Class Members, and the Aggrieved Employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

30. Defendant had the authority to hire and terminate Plaintiff, the Class Members, and the Aggrieved Employees, to set work rules and conditions governing Plaintiff's, the Class Members', and the Aggrieved Employees' employment, and to supervise their daily employment activities.

31. Defendant directly hired and paid wages and benefits to Plaintiff, the Class

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Members, and the Aggrieved Employees.

32. Defendant continues to employ hourly-paid or non-exempt employees within the State of California.

33. Plaintiff, the Class Members, and the Aggrieved Employees worked over eight (8) hours in a day and/or forty (40) hours in a week during their employment with Defendant.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendant engaged in a pattern and practice of wage abuse against its hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed to provide Plaintiff, the Class Members, and the Aggrieved Employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission ("IWC") Wage Orders, and, thus, they are entitled to any and all applicable penalties.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's, the Class Members', and the Aggrieved Employees' regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's, the Class Members', and the Aggrieved Employees' regular rate of pay when a meal period was missed. Specifically, Plaintiff, the Class Members, and the Aggrieved Employees were only required to clock in at the start of their shifts and clock out at the end of their shifts, and were not required or permitted to separately record the start and end of their meal periods.

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Instead, Defendant maintained a uniform corporate policy and practice of automatically deducting thirty (30) minutes from each shift worked by Plaintiff, the Class Members, and the Aggrieved Employees, regardless of whether Plaintiff, the Class Members, and the Aggrieved Employees actually received a duty-free, uninterrupted thirty (30) minute meal period.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendant communicated to Plaintiff, the Class Members, and the Aggrieved Employees an expectation that they remain continuously moving between delivery stops throughout their shifts and complete their routes within tight daily deadlines, which made it impracticable, if not impossible, for Plaintiff, the Class Members, and the Aggrieved Employees to take a duty-free meal period. As a result, Plaintiff, the Class Members, and the Aggrieved Employees, including Plaintiff himself, would bring their own food and water and eat while continuing to drive and perform their job duties, rather than during an off-duty, uninterrupted meal period.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendant did not maintain any mechanism by which Plaintiff, the Class Members, and the Aggrieved Employees could report a missed, short, late, or interrupted meal period, and, as a result, Defendant did not investigate, remedy, or compensate missed meal periods.

40. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's, the Class Members', and the Aggrieved Employees' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's, the Class Members', and the Aggrieved Employees' regular rate of pay when a rest period was missed. Specifically, Defendant communicated to Plaintiff, the Class Members, and the Aggrieved Employees the same expectation that they remain continuously moving between delivery stops and complete their routes within tight daily deadlines, which likewise made it impracticable, if not impossible, for Plaintiff, the Class Members, and the Aggrieved Employees to take a net ten (10) minute rest period for every four (4) hours worked, or major fraction thereof, as required under the applicable IWC Wage Order.

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41. Plaintiff is informed and believes, and based thereon alleges, that Defendant did not maintain any mechanism by which Plaintiff, the Class Members, and the Aggrieved Employees could report a missed, short, or interrupted rest period, and, as a result, Defendant did not investigate, remedy, or compensate missed rest periods.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendant's automatic thirty (30) minute meal period deduction described above resulted in Plaintiff, the Class Members, and the Aggrieved Employees not being compensated for all hours actually worked, including hours that should have been paid at straight time, overtime, and/or double time rates depending on the length of the shift worked.

44. Plaintiff is informed and believes, and based thereon alleges, that each night before a scheduled shift, Defendant emailed Plaintiff, the Class Members, and the Aggrieved Employees their assigned delivery stops for the following day, and that Plaintiff, the Class Members, and the Aggrieved Employees were required and expected to, and did, spend approximately twenty (20) minutes reviewing this information in order to plan how to load their trucks the following morning and work efficiently throughout the day. This pre-shift route review was performed for Defendant's benefit and under Defendant's control, and was expected of all similarly situated employees; employees who did not perform this review would fall behind in their duties the following day. Defendant did not compensate Plaintiff, the Class Members, or the Aggrieved Employees for this time, notwithstanding that it constituted compensable "hours worked" under California law.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not receive all

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such wages owed to them at the time of their discharge or resignation.

46. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees were entitled to receive all wages owed to them during their employment. Plaintiff, the Class Members, and the Aggrieved Employees did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

47. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance with California law, but they did not receive complete and accurate wage statements from Defendant. The deficiencies included, *inter alia*, the failure to include the total number of hours actually worked by Plaintiff, the Class Members, and the Aggrieved Employees.

48. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that it had to keep complete and accurate payroll records for Plaintiff, the Class Members, and the Aggrieved Employees in accordance with California law, but it did not keep complete and accurate payroll records.

49. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees were entitled to reimbursement for necessary business-related expenses, including the cost of work boots that Defendant required Plaintiff, the Class Members, and the Aggrieved Employees to purchase as a condition of performing their job duties, and that Defendant failed to reimburse Plaintiff, the Class Members, and the Aggrieved Employees for this expense.

50. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that it had a duty to compensate Plaintiff, the Class Members, and the Aggrieved Employees pursuant to California law, and that Defendant had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so and falsely represented to Plaintiff, the Class Members, and the Aggrieved Employees that they

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were properly denied wages, all in order to increase Defendant's profits.

51. During the relevant time period, Defendant failed to pay overtime wages to Plaintiff, the Class Members, and the Aggrieved Employees for all overtime hours worked. Plaintiff, the Class Members, and the Aggrieved Employees were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all overtime hours worked.

52. During the relevant time period, Defendant failed to provide all requisite uninterrupted meal and rest periods to Plaintiff, the Class Members, and the Aggrieved Employees.

53. During the relevant time period, Defendant failed to pay Plaintiff, the Class Members, and the Aggrieved Employees at least minimum wages for all hours worked.

54. During the relevant time period, Defendant automatically deducted thirty (30) minutes from each shift worked by Plaintiff, the Class Members, and the Aggrieved Employees for a meal period that was not actually provided, resulting in Plaintiff, the Class Members, and the Aggrieved Employees being underpaid for their time worked.

55. During the relevant time period, Defendant failed to pay Plaintiff, the Class Members, and the Aggrieved Employees all wages owed to them upon discharge or resignation.

56. During the relevant time period, Defendant failed to pay Plaintiff, the Class Members, and the Aggrieved Employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

57. During the relevant time period, Defendant failed to provide complete or accurate wage statements to Plaintiff, the Class Members, and the Aggrieved Employees.

58. During the relevant time period, Defendant failed to keep complete or accurate payroll records for Plaintiff, the Class Members, and the Aggrieved Employees.

59. During the relevant time period, Defendant failed to reimburse Plaintiff, the Class Members, and the Aggrieved Employees for all necessary business-related expenses and costs. This included, but was not limited to, Defendant's requirement that Plaintiff, the Class Members, and the Aggrieved Employees purchase their own work boots without

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reimbursement.

60. During the relevant time period, Defendant failed to properly compensate Plaintiff, the Class Members, and the Aggrieved Employees pursuant to California law in order to increase Defendant's profits.

61. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198

(Against All Defendants)

62. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

63. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either one-and-one-half times (1.5x) or two times (2x) that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

64. Specifically, the applicable IWC Wage Order provides that Defendant is and was required to pay Plaintiff and the Class who worked more than eight (8) hours in a day or forty (40) hours in a workweek at the rate of one-and-one-half times (1.5x) all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek.

65. The applicable IWC Wage Order further provides that Defendant is and was required to pay Plaintiff and the Class overtime compensation at a rate of two times (2x) their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

66. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times (1.5x) the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in

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excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

67. During the relevant time period, Plaintiff and the Class worked in excess of eight (8) hours in a day and/or forty (40) hours in a week.

68. During the relevant time period, Defendant intentionally and willfully failed to pay overtime wages owed to Plaintiff and the Class, including but not limited to overtime wages owed as a result of Defendant's automatic thirty (30) minute meal period deduction and Defendant's failure to compensate Plaintiff and the Class for time spent performing required pre-shift route review.

69. Defendant's failure to pay Plaintiff and the Class the unpaid balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

70. Pursuant to California Labor Code section 1194, Plaintiff and the Class are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 226.7 and 512(a)

(Against All Defendants)

71. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

72. At all relevant times, the IWC Wage Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the Class Members' employment by Defendant.

73. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by the applicable IWC Wage Order.

74. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work

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for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

75. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause, or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee, only if the first meal period was not waived.

76. During the relevant time period, Plaintiff and the Class, who were scheduled to work no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for more than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

77. During the relevant time period, Plaintiff and the Class, who were scheduled to work in excess of six (6) hours, were required to work more than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

78. During the relevant time period, Defendant intentionally and willfully required Plaintiff and the Class to work during meal periods and failed to compensate them the full meal period premium for work performed during meal periods. Specifically, Defendant only required Plaintiff and the Class to clock in at the start of their shifts and clock out at the end of their shifts, and automatically deducted thirty (30) minutes from each shift as though a compliant meal period had been provided, regardless of whether Plaintiff and the Class actually received an uninterrupted, off-duty meal period. Defendant communicated to Plaintiff and the Class an expectation that they remain continuously working during their shifts, which made it impracticable, if not impossible, for Plaintiff and the Class to take a duty-free meal period. As a result, it was expected that Plaintiff and the Class would not take their breaks to eat or drink water so they could continue working and performing their job duties.

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79. During the relevant time period, Defendant did not maintain any mechanism by which Plaintiff and the Class could report a missed, short, late, or interrupted meal period, and, as a result, Defendant failed to investigate, remedy, or pay Plaintiff and the Class the full meal period premium due pursuant to California Labor Code section 226.7.

80. Defendant's conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

81. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the Class are entitled to recover from Defendant one additional hour of pay at the employees' regular rate of compensation for each work day that a meal period was not provided.

THIRD CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Against All Defendants)

82. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

83. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the Class Members' employment by Defendant.

84. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by the applicable IWC Wage Order.

85. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked, or major fraction thereof," unless the total daily work time is less than three and one-half (3 ½) hours.

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86. During the relevant time period, Defendant required Plaintiff and the Class to work four (4) or more hours without authorizing or permitting a ten (10) minute net rest period per each four (4) hour period worked. Specifically, Defendant communicated to Plaintiff and the Class an expectation that they remain continuously moving between delivery stops and complete their routes within tight daily deadlines, which made it impracticable, if not impossible, for Plaintiff and the Class to stop working and take a rest period.

87. During the relevant time period, Defendant willfully required Plaintiff and the Class to work during rest periods and failed to pay Plaintiff and the Class the full rest period premium for work performed during rest periods.

88. During the relevant time period, Defendant did not maintain any mechanism by which Plaintiff and the Class could report a missed, short, or interrupted rest period, and, as a result, Defendant failed to investigate, remedy, or pay Plaintiff and the Class the full rest period premium due pursuant to California Labor Code section 226.7.

89. Defendant's conduct violates the applicable IWC Wage Order and California Labor Code section 226.7.

90. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the Class are entitled to recover from Defendant one additional hour of pay at the employees' regular hourly rate of compensation for each work day that a rest period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 1194, 1197, and 1197.1

(Against All Defendants)

91. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

92. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that employees must be paid at least minimum wage, and any lesser payment than the fixed minimum is unlawful.

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93. During the relevant time period, Defendant failed to pay minimum wage to Plaintiff and the Class as required pursuant to California Labor Code sections 1194, 1197, and 1197.1. Specifically, Defendant required Plaintiff and the Class to perform unpaid, off-the-clock work each night in the form of the pre-shift route review described above, and further failed to compensate Plaintiff and the Class for time worked during the automatically-deducted thirty (30) minute meal period, such that Plaintiff and the Class were not paid at least minimum wage for all hours actually worked.

94. Defendant's failure to pay Plaintiff and the Class the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the Class are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

95. Pursuant to California Labor Code section 1197.1, Plaintiff and the Class are entitled to recover a penalty of $100.00 for the initial failure to timely pay each employee minimum wages and $250.00 for each subsequent failure to pay each employee minimum wages.

96. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202

(Against All Defendants)

97. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

98. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her

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employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

99. During the relevant time period, Defendant intentionally and willfully failed to pay Plaintiff and the Class who are no longer employed by Defendant their earned and unpaid wages within seventy-two (72) hours of their leaving Defendant's employ. This includes, among other things, unpaid overtime and minimum wages resulting from Defendant's automatic meal period deduction and unpaid pre-shift route review time, and unpaid meal and rest period premiums.

100. Defendant's failure to pay Plaintiff and the Class their earned and unpaid wages within seventy-two (72) hours of their leaving Defendant's employ is in violation of California Labor Code sections 201 and 202.

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

102. Plaintiff and the Class are entitled to recover from Defendant the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 204

(Against All Defendants)

103. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

104. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the first and fifteenth day, inclusive, of

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any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and twenty-sixth day of the month during which the labor was performed.

105. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first and tenth day of the following month.

106. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

107. During the relevant time period, Defendant intentionally and willfully failed to pay Plaintiff and the Class all wages due to them within any time period permissible under California Labor Code section 204, including unpaid overtime and minimum wages resulting from Defendant's automatic meal period deduction and unpaid pre-shift route review time, and unpaid meal and rest period premiums.

108. Plaintiff and the Class are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 226(a)

(Against All Defendants)

109. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

110. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of

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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 (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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated with the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

111. Defendant has intentionally and willfully failed to provide Plaintiff and the Class with complete and accurate wage statements. Specifically, because Defendant automatically deducted thirty (30) minutes from each shift for a meal period that was not actually provided, and failed to compensate Plaintiff and the Class for time spent performing required pre-shift route review, the wage statements furnished to Plaintiff and the Class did not accurately reflect the total number of hours actually worked, gross wages earned, or net wages earned.

112. As a result of Defendant's violation of California Labor Code section 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

113. More specifically, Plaintiff and the Class have been injured by Defendant's intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

114. Plaintiff and the Class are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with California Labor Code section 226(a) or an aggregate penalty not exceeding $4,000 per employee.

115. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with this section pursuant to California Labor Code section 226(h).

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EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 1174(d)

(Against All Defendants)

116. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

117. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years.

118. Defendant has intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiff and the Class. Specifically, because Defendant only required Plaintiff and the Class to clock in at the start of their shifts and clock out at the end of their shifts, and automatically deducted thirty (30) minutes from each shift regardless of whether a compliant meal period was actually provided, Defendant's payroll records did not accurately reflect the actual hours worked daily by Plaintiff and the Class.

119. As a result of Defendant's violation of California Labor Code section 1174(d), Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

120. More specifically, Plaintiff and the Class have been injured by Defendant's intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest in having available, accurate, and complete payroll records pursuant to California Labor Code section 1174(d).

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NINTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against All Defendants)

121. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

122. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

123. Plaintiff and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendant. These included, but were not limited to, the required purchase of work boots as a condition of performing their job duties.

124. Defendant has intentionally and willfully failed to reimburse Plaintiff and the Class for all necessary business-related expenses and costs.

125. Plaintiff and the Class are entitled to recover from Defendant their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

Violation of California Business & Professions Code § 17200, *et seq*.

(Against All Defendants)

126. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

127. Defendant's conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, the Class, to the general public, and Defendant's competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the

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meaning of Code of Civil Procedure section 1021.5. Defendant's activities, as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendant's policies and practices of automatically deducting time for meal periods that were not actually provided, and requiring employees, including Plaintiff and the Class, to work overtime without paying them proper compensation, violate California Labor Code sections 510 and 1198. Additionally, Defendant's policies and practices of requiring employees, including Plaintiff and the Class, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendant's policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendant's policies and practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code sections 201, 202, and 204. Defendant also violated California Labor Code sections 226(a), 1174(d), 2800, and 2802 by failing to provide accurate wage statements, failing to keep accurate payroll records, and failing to reimburse Plaintiff and the Class for necessary business-related expenses, including required work boots.

128. As a result of the herein described violations of California law, Defendant unlawfully gained an unfair advantage over other businesses.

129. Plaintiff and the Class have been personally injured by Defendant's unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

130. Pursuant to California Business & Professions Code section 17200, et seq., Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendant during a period that commences four years preceding the filing of this Complaint, an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws, and an award of costs.

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ELEVENTH CAUSE OF ACTION

Violation of California Labor Code § 2698, *et seq.*

(Against All Defendants)

131. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

132. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed.

133. For all provisions of the California Labor Code except those for which a civil penalty is specifically provided, PAGA establishes a civil penalty for a violation of those provisions, which may be recovered through a civil action brought by an aggrieved employee pursuant to California Labor Code section 2699(f).

134. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees, has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

135. Plaintiff and the Aggrieved Employees are "aggrieved employees" as defined by California Labor Code section 2699(c)(1) in that they are current or former employees of Defendant, and the alleged violations were committed against them during the PAGA Period. Plaintiff personally suffered each of the violations alleged in this cause of action during the PAGA Period.

Failure to Provide Meal Periods

136. Defendant's failure to provide legally required meal periods to Plaintiff and the Aggrieved Employees is in violation of the applicable IWC Wage Order and constitutes a

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violation of California Labor Code sections 226.7, 512(a), and 1198. Plaintiff and the Aggrieved Employees regularly worked shifts exceeding five (5) hours without being provided compliant, timely, uninterrupted, thirty (30) minute meal periods. Defendant required Plaintiff and the Aggrieved Employees to remain in continuous motion between delivery stops throughout the workday and to complete their assigned routes within tight daily deadlines, leaving no opportunity for them to stop working and take their meal periods. As a result, Plaintiff and the Aggrieved Employees were required to bring their own food and water and to eat while continuing to drive and perform their job duties, rather than during an off-duty, uninterrupted meal period. Defendant required Plaintiff and the Aggrieved Employees to clock in only at the start of their shifts and clock out only at the end of their shifts, did not separately record the start or end of any meal period, and automatically deducted thirty (30) minutes from each shift regardless of whether a compliant, off-duty meal period was actually provided or taken. Plaintiff and the Aggrieved Employees had no mechanism by which to report a missed, short, late, or interrupted meal period, and Defendant did not pay them one (1) additional hour of pay at their regular rate of compensation for each workday on which a compliant meal period was not provided.

Failure to Pay All Wages for Off-the-Clock Work

137. Defendant's failure to pay Plaintiff and the Aggrieved Employees minimum and overtime wages for all hours worked is in violation of the applicable IWC Wage Order and constitutes a violation of California Labor Code sections 510, 1194, 1197, 1197.1, and 1198. As a direct result of the meal period practices alleged above, Plaintiff and the Aggrieved Employees performed compensable work during periods that Defendant's payroll system recorded as unpaid meal periods. In addition, each night before a scheduled shift, Defendant emailed Plaintiff and the Aggrieved Employees their assigned delivery stops for the following day and required them to spend approximately twenty (20) minutes reviewing this information in order to plan how to load their trucks the following morning and work efficiently throughout the day. Defendant did not pay Plaintiff and the Aggrieved Employees straight time or overtime wages for this off-the-clock work, and did not include this time in calculating whether daily or

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weekly overtime thresholds were met.

Failure to Authorize and Permit Rest Periods

138. Defendant's failure to authorize and permit legally required rest periods for Plaintiff and the Aggrieved Employees is in violation of the applicable IWC Wage Order and constitutes a violation of California Labor Code sections 226.7 and 1198. Because Defendant required Plaintiff and the Aggrieved Employees to remain in continuous motion between delivery stops, and no one was available to relieve them as they completed their routes alone, Plaintiff and the Aggrieved Employees had no ability to stop and take a compliant, uninterrupted ten (10) minute rest period. Defendant's tight daily delivery deadlines made it impracticable, if not impossible, for Plaintiff and the Aggrieved Employees to pause and take a rest period, and Defendant did not pay them one (1) additional hour of pay at their regular rate of compensation for each workday on which a compliant rest period was not provided.

Failure to Provide Accurate Itemized Wage Statements

139. Defendant's failure to provide accurate itemized wage statements to Plaintiff and the Aggrieved Employees constitutes a violation of California Labor Code section 226(a). As a derivative result of the violations alleged above, the wage statements Defendant provided to Plaintiff and the Aggrieved Employees failed to accurately reflect total hours worked and gross wages earned. Specifically, Defendant's automatic thirty (30) minute meal period deduction caused time that Plaintiff and the Aggrieved Employees spent working during unrecorded meal periods to be deducted from the total hours worked shown on their wage statements, rendering that information inaccurate.

Failure to Timely Pay Wages Upon Separation

140. Defendant's failure to timely pay all wages owed to Plaintiff and the Aggrieved Employees upon separation from employment constitutes a violation of California Labor Code sections 201 and 202. As a derivative result of the violations alleged above, Defendant failed to pay Plaintiff and the Aggrieved Employees whose employment ended all wages due at the time of separation, including unpaid straight time, overtime, and meal and rest period premiums, within the time required by California Labor Code sections 201 and 202.

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Failure to Timely Pay Wages During Employment

141. Defendant's failure to timely pay wages to Plaintiff and the Aggrieved Employees during their employment constitutes a violation of California Labor Code section 204. As a derivative result of the violations alleged above, Defendant failed to pay Plaintiff and the Aggrieved Employees all straight time, overtime, and meal and rest period premium wages owed during their employment within any time period specified by California Labor Code section 204.

Failure to Maintain Accurate Payroll Records

142. Defendant's failure to keep accurate payroll records for Plaintiff and the Aggrieved Employees constitutes a violation of California Labor Code section 1174(d). As a derivative result of the meal and rest period violations alleged above, Defendant failed to maintain accurate records of the meal periods actually taken, or not taken, by Plaintiff and the Aggrieved Employees, and instead relied on a fixed thirty (30) minute automatic deduction that did not reflect actual practice.

Failure to Reimburse Necessary Business Expenses

143. Defendant's failure to reimburse Plaintiff and the Aggrieved Employees for necessary business expenditures constitutes a violation of California Labor Code sections 2800 and 2802. Defendant required Plaintiff and the Aggrieved Employees to purchase work boots as a condition of performing their job duties, and did not reimburse them for the cost of these required work boots, notwithstanding that this was a necessary expenditure incurred in direct consequence of the discharge of their job duties and in direct consequence of their obedience to Defendant's directions.

144. Defendant's conduct giving rise to the violations alleged in this cause of action was malicious, fraudulent, and/or oppressive.

145. Pursuant to California Labor Code section 2699, Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, requests and is entitled to recover from Defendant civil penalties, together with reasonable attorneys' fees and costs, including but not limited to:

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a. Civil penalties under California Labor Code section 2699(f) for violations of California Labor Code sections 201, 202, 226.7, 1198, 2800, and 2802, and for any other violation alleged herein for which a civil penalty is not specifically provided, in the amount of one hundred dollars ($100) for each aggrieved employee per pay period, or two hundred dollars ($200) for each aggrieved employee per pay period where Defendant's conduct was malicious, fraudulent, or oppressive, or where there has been a prior finding or determination that Defendant's policy or practice was unlawful;

b. Civil penalties under the penalties provision of the applicable IWC Wage Order in the amount of fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid for the initial violation, and one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation;

c. Civil penalties under California Labor Code section 558 in the amount of fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid for the initial violation, and one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation;

d. Civil penalties under California Labor Code section 1197.1 in the amount of one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid for the initial violation, and two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation;

e. Civil penalties under California Labor Code section 210 in the amount of one hundred dollars ($100) for each failure to pay each employee for the initial violation, and two hundred dollars ($200) for each failure to pay

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each employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each subsequent or willful or intentional violation;

f. Civil penalties under California Labor Code section 226.3 in the amount of two hundred fifty dollars ($250) per employee per violation for the initial violation, and one thousand dollars ($1,000) per employee for each subsequent violation;

g. Civil penalties under California Labor Code section 1174.5 in the amount of five hundred dollars ($500) for Defendant's willful failure to maintain accurate and complete payroll records; and

h. Any and all additional civil penalties as provided by the California Labor Code.

146. Pursuant to California Labor Code section 2699(m), civil penalties recovered by aggrieved employees shall be distributed sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the aggrieved employees.

147. Plaintiff is further entitled to recover reasonable attorneys' fees and costs pursuant to California Labor Code section 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of the State of California and other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of the State of California and other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;

2. That Plaintiff be appointed as the representative of the Class;

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3. That counsel for Plaintiff be appointed as Class Counsel; and

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the Class;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods to Plaintiff and the Class;

11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were

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due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;

18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

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28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the Class no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the Class who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;

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40. For actual, consequential, and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the Class as required by California Labor Code section 1174(d);

45. For actual, consequential, and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential, and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code section 17200*, et seq*. by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to timely pay Plaintiff's and the Class Members' wages, failing to provide Plaintiff and the Class with complete and accurate wage statements, failing to keep complete and accurate

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payroll records, and failing to reimburse Plaintiff and the Class for necessary business-related expenses and costs;

54. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violating California Business and Professions Code section 17200, *et seq.*;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section pursuant to California Business and Professions Code section 17200, *et seq.*; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable IWC Wage Order, as to Plaintiff and the Aggrieved Employees;

60. For civil penalties pursuant to California Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699(f), and the penalties provision of the applicable IWC Wage Order, according to proof;

61. For distribution of any civil penalties recovered, sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees, pursuant to California Labor Code section 2699(m);

62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 2699; and

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63. For such other and further relief as the Court may deem just and proper.

Dated: November 10, 2026

MORGAN & MORGAN CALIFORNIA LLP

By: _____
MICHAEL A. SIGALL

Attorneys for Plaintiff, the Putative Class, and Aggrieved Employees

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