

MATTHEW J. MATERN (SBN 159798)
mmatern@maternlawgroup.com
MATTHEW W. GORDON (SBN 267971)
mgordon@maternlawgroup.com
ERIN R. HUTCHINS (SBN 346557)
ehutchins@maternlawgroup.com
MATERN LAW GROUP, PC
2101 E. El Segundo Blvd., Suite 403
El Segundo, California 90245
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiffs
JONATHAN CHICAS and DARRIUS PARRISH

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JONATHAN CHICAS, an individual;
and DARRIUS PARRISH, an
individual, on behalf of themselves and
all others similarly situated,

Plaintiffs,

vs.

AMAZON RETAIL LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 2:24-cv-10306 FMO (SSCx)

CLASS ACTION

**FIRST AMENDED COMPLAINT
FOR:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

REPRESENTATIVE ACTION:

8. Penalties under the Labor Code Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

1 Plaintiffs JONATHAN CHICAS (“CHICAS”), an individual, and DARRIUS
2 PARRISH (“PARRISH”), an individual, (collectively, “PLAINTIFFS”),
3 demanding a jury trial, on behalf of themselves and all other persons similarly
4 situated, hereby allege as follows:

5 **JURISDICTION AND VENUE**

6 1. PLAINTIFFS originally filed this action in the Superior Court of the
7 State of California because CHICAS is a resident of the State of California, and
8 Defendants AMAZON RETAIL LLC, a Delaware limited liability company, and
9 DOES 1 through 50 (collectively, “DEFENDANTS”), are qualified to do business in
10 California and regularly conduct business in California. Further, no federal question
11 is at issue because the claims are based solely on California law.

12 2. PLAINTIFFS originally filed this action in the County of Los Angeles,
13 California because PLAINTIFFS, and other persons similarly situated, performed
14 work for DEFENDANTS in the County of Los Angeles, DEFENDANTS maintain
15 offices and facilities and transact business in the County of Los Angeles, and
16 DEFENDANTS’ illegal payroll policies and practices which are the subject of this
17 action were applied, at least in part, to PLAINTIFFS, and other persons similarly
18 situated, in the County of Los Angeles. On November 27, 2024, DEFENDANTS
19 removed this action to the United States District Court for the Central District of
20 California, pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§
21 1332(d), 1453, and 1711.

22 **PLAINTIFFS**

23 3. CHICAS is a resident and citizen of the State of California and an
24 employee of DEFENDANTS during the relevant time period. PLAINTIFF was
25 employed by DEFENDANTS as a Kitchen Associate at DEFENDANTS’ Westlake
26 Village retail store in Thousand Oaks, California from approximately November 1,
27 2023 to April 5, 2024.

28 4. PARRISH is a resident and citizen of the State of Arizona and an

1 employee of DEFENDANTS during the relevant time period. PLAINTIFF was
2 employed by DEFENDANTS as a Grocery Associate at DEFENDANTS' Ladera
3 Heights retail store in Los Angeles, California from approximately May 25, 2022 to
4 August 30, 2023.

5 5. PLAINTIFFS, on behalf of themselves and all other similarly situated
6 current and former non-exempt employees of DEFENDANTS in the State of
7 California at any time from January 19, 2022, and continuing while this action is
8 pending, bring this class action to recover, among other things, wages and penalties
9 from unpaid wages earned and due, including but not limited to unpaid minimum
10 wages, unpaid and illegally calculated overtime compensation, illegal meal and rest
11 period policies, failure to pay all wages due to discharged and quitting employees,
12 failure to indemnify employees for necessary expenditures and/or losses incurred in
13 discharging their duties, failure to provide accurate itemized wage statements, and
14 interest, attorneys' fees, costs, and expenses.

15 6. PLAINTIFFS bring this action on behalf of themselves and the
16 following similarly situated class of individuals ("CLASS MEMBERS"): all
17 current and former non-exempt employees of DEFENDANTS in the State of
18 California at any time beginning on January 19, 2022 and ending at the time this
19 action settles or the class is certified (the "CLASS PERIOD"). PLAINTIFFS
20 reserve the right to name additional class representatives. The CLASS PERIOD
21 begins on January 19, 2022 because a prior class action settlement between
22 DEFENDANTS and other plaintiffs covered many of the claims alleged herein
23 for a class period of May 5, 2017 to January 18, 2022. The case is *Schneider et.*
24 *al. v. Amazon Retail LLC*, Case No. 21STCV26226, Central District of Los
25 Angeles Superior Court.

26 **DEFENDANTS**

27 7. PLAINTIFFS are informed and believe, and thereon allege, that
28 Defendant AMAZON RETAIL LLC is, and at all times relevant hereto was, a

1 Delaware limited liability company. PLAINTIFFS are further informed and believe,
2 and thereon allege, that Defendant AMAZON RETAIL LLC is authorized to
3 conduct business in the State of California, and does conduct business in the State
4 of California. Specifically, Defendant AMAZON RETAIL LLC maintains offices
5 and facilities and conducts business in, and engages in illegal payroll practices or
6 policies in, the County of Los Angeles, State of California.

7 8. The true names and capacities of DOES 1 through 50, inclusive, are
8 unknown to PLAINTIFFS at this time, and PLAINTIFFS therefore sue such DOE
9 Defendants under fictitious names. PLAINTIFFS are informed and believe, and
10 thereon allege, that each Defendant designated as a DOE is in some manner highly
11 responsible for the occurrences alleged herein, and that PLAINTIFFS and CLASS
12 MEMBERS' injuries and damages, as alleged herein, were proximately caused by
13 the conduct of such DOE Defendants. PLAINTIFFS will seek leave of the court to
14 amend this Complaint to allege their true names and capacities of such DOE
15 Defendants when ascertained.

16 9. At all relevant times herein, DEFENDANTS were the joint employers
17 of PLAINTIFFS and CLASS MEMBERS. PLAINTIFFS are informed and believe,
18 and thereon allege, that at all times material to this complaint DEFENDANTS were
19 the alter egos, divisions, affiliates, integrated enterprises, joint employers,
20 subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,
21 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each
22 Defendant was completely dominated by his, her or its co-Defendant, and each was
23 the alter ego of the other.

24 10. At all relevant times herein, PLAINTIFFS and CLASS MEMBERS
25 were employed by DEFENDANTS under employment agreements that were partly
26 written, partly oral, and partly implied. In perpetrating the acts and omissions
27 alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in
28 furtherance of, their policies and practices of not paying PLAINTIFFS and CLASS

1 MEMBERS all wages earned and due, through methods and schemes which
2 include, but are not limited to, failing to pay overtime premiums; failing to provide
3 rest and meal periods; failing to properly maintain records; failing to provide
4 accurate itemized statements for each pay period; failing to properly compensate
5 PLAINTIFFS and CLASS MEMBERS for necessary expenditures; and requiring,
6 permitting or suffering the employees to work off the clock, in violation of the
7 California Labor Code and the applicable Welfare Commission (“IWC”) Orders.

8 11. PLAINTIFFS are informed and believe, and thereon allege, that each
9 and every one of the acts and omissions alleged herein were performed by, and/or
10 attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or
11 under the direction and control of, each of the other DEFENDANTS, and that said
12 acts and failures to act were within the course and scope of said agency,
13 employment and/or direction and control.

14 12. Pursuant to California Labor Code § 558.1, DEFENDANTS and any
15 person acting on behalf of any of the DEFENDANTS, are liable for violating, or
16 causing to violate, any provision regulating minimum wages or hours and days of
17 work in any order of the Industrial Welfare Commission, or Labor Code §§ 203,
18 226, 226.7, 1193.6, 1194, or 2802.

19 13. As a direct and proximate result of the unlawful actions of
20 DEFENDANTS, PLAINTIFFS and CLASS MEMBERS have suffered, and
21 continue to suffer, from loss of earnings in amounts as yet unascertained, but
22 subject to proof at trial, and within the jurisdiction of this Court.

23 **CLASS ACTION ALLEGATIONS**

24 14. This action is appropriately suited for a Class Action because:

25 a. The potential class is defined as: all hourly non-exempt
26 employees of DEFENDANTS in the State of California from January 19, 2022
27 through to judgment. The exact size of the potential class is unknown to
28 PLAINTIFFS at this time because the information is in DEFENDANTS’ exclusive

1 possession, custody, or control. However, the potential class is ascertainable based
2 on that information, namely DEFENDANTS' employment and time and pay
3 records for PLAINTIFFS and CLASS MEMBERS.

4 b. The potential class is a significant number. Joinder of all current
5 and former employees individually would be impractical. The violations suffered
6 by PLAINTIFFS and CLASS MEMBERS, as described herein, resulted from the
7 same illegal wage-and-hour policies and practices of DEFENDANTS during the
8 CLASS PERIOD.

9 c. This action involves common questions of law and fact to the
10 potential class because the action focuses on DEFENDANTS' systematic course of
11 illegal payroll practices and policies, including depriving PLAINTIFFS and CLASS
12 MEMBERS of proper compensation, which was applied to all non-exempt
13 employees in violation of the Labor Code and the applicable IWC wage order.

14 d. The claims of PLAINTIFFS are typical of the class because
15 DEFENDANTS subjected all non-exempt employees to identical violations of the
16 Labor Code and the applicable IWC wage order as described in more detail herein.

17 e. PLAINTIFFS are able to fairly and adequately protect the
18 interests of all members of the class because it is in his best interests to prosecute
19 the claims alleged herein to obtain full compensation due to them for all services
20 rendered and hours worked.

21 f. A class action is superior here where the joinder of many
22 individual CLASS MEMBERS is impractical and the violations suffered by
23 PLAINTIFFS and CLASS MEMBERS, as described herein, resulted from the
24 illegal wage-and-hour policies and practices of DEFENDANTS during the CLASS
25 PERIOD.

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FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 7-2001, § 11]

(All PLAINTIFFS against all DEFENDANTS)

15. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFFS and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFFS and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 7-2001, § 11.

17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order No. 7-2001, § 11 by failing to compensate PLAINTIFFS and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and IWC Wage Order No. 7-2001 by failing to compensate PLAINTIFFS and CLASS MEMBERS for all hours worked during their meal periods.

19. During the CLASS PERIOD, PLAINTIFFS and CLASS MEMBERS were not permitted to start a meal period without obtaining authorization from the supervisor. Because PLAINTIFFS and CLASS MEMBERS could not take their meal period without authorization from a supervisor, DEFENDANTS often required PLAINTIFFS and CLASS MEMBERS to take their meal period after the

1 fifth hour of work. For example, DEFENDANTS scheduled PARRISH to work
2 from 10:00 p.m. to 6:00 a.m. PARRISH's supervisor frequently directed PARRISH
3 to take his meal period after the fifth hour of work. PARRISH did not receive a
4 meal premium for these meal periods taken after the fifth hour of work. In addition,
5 on January 31, 2024, CHICAS began work at on or around 4:00 a.m., but was
6 unable to take his meal period until after the fifth hour of work, on or around 9:08
7 a.m. DEFENDANTS did not pay CHICAS a meal premium for this late meal
8 period.

9 20. During the CLASS PERIOD, DEFENDANTS also frequently
10 interrupted PLAINTIFFS and CLASS MEMBERS during their meal periods to ask
11 work-related questions, including updates on pallets and inventory and how much
12 work had been done for the day. PLAINTIFFS and CLASS MEMBERS were also
13 interrupted during their meal periods to return to work before the end of their thirty-
14 minute meal period. When returning to work before the end of the thirty-minute
15 meal period, DEFENDANTS instructed PLAINTIFFS and CLASS MEMBERS to
16 not clock back in until the full lunch time ended, requiring employees to take
17 shortened meal periods without meal premium pay. For example, on May 18, 2023,
18 PARRISH was required to take a meal break less than 30 minutes in length.
19 DEFENDANTS did not pay PARRISH a meal premium for this violation.
20 PARRISH estimates his meal periods were short, late, or interrupted at least four to
21 five workdays per week, on average, during the CLASS PERIOD.

22 21. During the CLASS PERIOD, DEFENDANTS also failed to give
23 PLAINTIFFS and CLASS MEMBERS a second meal period when working in
24 excess of ten hours a day. DEFENDANTS did not pay PLAINTIFFS and CLASS
25 MEMBERS a meal premium when a second meal period was not taken on days
26 worked in excess of ten hours. As a proximate result of the aforementioned
27 violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an
28 amount according to proof at trial, and seek all wages earned and due, interest,

1 penalties, expenses, and costs of suit.

2 **SECOND CAUSE OF ACTION**

3 **Failure to Provide Required Rest Periods**

4 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 12]**

5 **(All PLAINTIFFS against all DEFENDANTS)**

6 22. PLAINTIFFS incorporate herein by specific reference, as though fully
7 set forth, the allegations in the foregoing paragraphs.

8 23. At all times relevant herein, as part of DEFENDANTS' illegal payroll
9 policies and practices to deprive their non-exempt employees all wages earned and
10 due, DEFENDANTS failed to provide rest periods to PLAINTIFFS and CLASS
11 MEMBERS as required under California Labor Code §§ 226.7 and 512, and IWC
12 Wage Order No. 7-2001, § 12.

13 24. DEFENDANTS further violated California Labor Code § 226.7 and
14 IWC Wage Order No. 7-2001, § 12 by failing to pay PLAINTIFFS and CLASS
15 MEMBERS who were not provided with a rest period, in accordance with the
16 applicable wage order, one additional hour of compensation at each employee's
17 regular rate of pay for each workday that a rest period was not provided.

18 25. During the CLASS PERIOD, PLAINTIFFS' and CLASS MEMBERS'
19 rest periods were frequently interrupted, short, and/or missed. DEFENDANTS'
20 supervisors interrupted PLAINTIFFS' and CLASS MEMBERS' rest periods by
21 requiring them to leave their rest period to perform additional work, including
22 putting items back in the freezers and restocking shelves. PLAINTIFFS' and
23 CLASS MEMBERS' supervisors on occasion also denied employees their rest
24 breaks by requiring them to continue to perform work. Additionally, PLAINTIFFS
25 and CLASS MEMBERS were not allowed to leave the premises during their rest
26 breaks. Specifically, PARRISH estimates his rest periods were missed, short, or
27 interrupted at least three to four workdays per week, on average, during the CLASS
28 PERIOD.

1 26. As a proximate result of the aforementioned violations, PLAINTIFFS
2 and CLASS MEMBERS have been damaged in an amount according to proof at
3 trial, and seek all wages earned and due, interest, penalties, expenses, and costs of
4 suit.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001, § 3]**

8 **(All PLAINTIFFS against all DEFENDANTS)**

9 27. PLAINTIFFS incorporate herein by specific reference, as though fully
10 set forth, the allegations in the foregoing paragraphs.

11 28. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage
12 Order No. 7-2001, § 3, DEFENDANTS are required to compensate PLAINTIFFS
13 and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1
14 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per
15 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh
16 consecutive workday, with double time for all hours worked in excess of twelve
17 (12) hours in any workday and for all hours worked in excess of eight (8) hours on
18 the seventh consecutive day of work in any workweek.

19 29. PLAINTIFFS and CLASS MEMBERS are current and former non-
20 exempt employees entitled to the protections of California Labor Code §§ 510,
21 1194, and IWC Wage Order No. 7-2001. During the CLASS PERIOD,
22 DEFENDANTS failed to compensate PLAINTIFFS and CLASS MEMBERS for
23 all overtime hours worked as required under the foregoing provisions of the
24 California Labor Code and IWC Wage Order by, among other things: failing to pay
25 overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
26 California Labor Code §§ 510, 1194, and IWC Wage Order No. 7-2001, § 3; failing
27 to include all remuneration in the calculation of the regular rate of pay for overtime
28 purposes; requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS

1 to work off the clock; requiring, permitting or suffering PLAINTIFFS and CLASS
2 MEMBERS to work through meal and rest breaks; illegally and inaccurately
3 recording time in which PLAINTIFFS and CLASS MEMBERS worked; failing to
4 properly maintain PLAINTIFFS and CLASS MEMBERS' records; failing to
5 provide accurate itemized wage statements to PLAINTIFFS for each pay period;
6 and other methods to be discovered.

7 30. During the CLASS PERIOD, DEFENDANTS failed to pay overtime
8 at one and one-half (1 ½) or double the regular rate of pay as provided by California
9 Labor Code §§ 510, 1194, and IWC Wage Order No. 7-2001, § 3. For example, for
10 the pay period ending on June 4, 2022, DEFENDANTS did not pay PARRISH 1.5
11 times the regular rate of pay for holiday overtime. DEFENDANTS paid PARRISH
12 holiday overtime at one and one-half (1 ½) times PARRISH's base hourly rate, and
13 DEFENDANTS failed to factor shift differential pay ("Nightshiftdif") into the
14 calculation of the regular rate of pay for holiday overtime. Additionally, for
15 example, for the pay period ending on November 11, 2023, CHICAS worked 1.7
16 hours of overtime, which DEFENDANTS paid at 1.5 times his base hourly rate.
17 CHICAS also earned a "Nightshiftdif" payment of \$0.6005 per hour for 3.98 hours
18 worked during this pay period. DEFENDANTS did not factor CHICAS'
19 "Nightshiftdif" pay into the calculation of his regular rate of pay, resulting in a
20 failure to pay all overtime wages earned.

21 31. During the CLASS PERIOD, DEFENDANTS required PLAINTIFFS
22 and CLASS MEMBERS to work off-the-clock almost every day, including
23 cleaning up the workplace prior to clocking in for a shift and cleaning up the
24 workplace after clocking out for a shift. PLAINTIFFS and CLASS MEMBERS
25 were required to take out the trash, pallets, or carts before and after clocking out.
26 DEFENDANTS did not compensate PLAINTIFFS and CLASS MEMBERS for this
27 time spent working off-the-clock. For example, for the pay period beginning on
28 July 9, 2023 and ending on July 15, 2023, PARRISH worked in excess of forty (40)

1 hours that week and was not compensated for all hours worked in excess of forty
2 (40) hours.

3 32. In violation of California law, DEFENDANTS have knowingly and
4 willfully refused to perform their obligations to compensate PLAINTIFFS and
5 CLASS MEMBERS for all wages earned and all hours worked. As a proximate
6 result, PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer,
7 substantial losses related to the use and enjoyment of such wages, lost interest on
8 such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS
9 to fully perform their obligations under state law, all to their respective damages in
10 amounts according to proof at time of trial, and within the jurisdiction of this Court.

11 33. DEFENDANTS' conduct described herein violates California Labor
12 Code §§ 510, 1194, 1198 and IWC Wage Order No. 7-2001, § 3. Therefore,
13 pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other
14 applicable provisions under the California Labor Code and IWC Wage Orders,
15 PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid balance of
16 wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
17 expenses, and costs of suit.

18 **FOURTH CAUSE OF ACTION**

19 **Failure to Pay Minimum Wages**

20 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 7-2001, § 4]**

21 **(All PLAINTIFFS against all DEFENDANTS)**

22 34. PLAINTIFFS incorporate herein by specific reference, as though fully
23 set forth, the allegations in the foregoing paragraphs.

24 35. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage
25 Order No. 7-2001, § 4, payment to an employee of less than the applicable
26 minimum wage for all hours worked in a payroll period is unlawful. During the
27 CLASS PERIOD, DEFENDANTS willfully failed to pay PLAINTIFFS and
28 CLASS MEMBERS minimum wages for all hours worked by, among other things:

1 requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to work
2 off the clock; requiring, permitting or suffering PLAINTIFFS and CLASS
3 MEMBERS to work through meal and rest breaks; illegally and inaccurately
4 recording time in which PLAINTIFFS and CLASS MEMBERS worked; failing to
5 properly maintain PLAINTIFFS and CLASS MEMBERS' records; failing to
6 provide accurate itemized wage statements to PLAINTIFFS and CLASS
7 MEMBERS for each pay period; and other methods to be discovered.

8 36. As alleged herein, during the CLASS PERIOD, DEFENDANTS also
9 knowingly required PLAINTIFFS and CLASS MEMBERS to work off-the-clock,
10 including requiring its employees to clean up the workplace before and after work
11 without clocking in. As a result, PLAINTIFFS and CLASS MEMBERS were not
12 paid all minimum wages earned. DEFENDANTS' conduct described herein
13 violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 7-2001, §
14 4. As a proximate result of the aforementioned violations, PLAINTIFFS and
15 CLASS MEMBERS have been damaged in an amount according to proof at trial.
16 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
17 and other applicable provisions under the Labor Code and IWC Wage Orders,
18 PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid balance of
19 wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
20 expenses, and costs of suit.

21 **FIFTH CAUSE OF ACTION**

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

23 **[Cal. Labor Code §§ 201, 202, 203]**

24 **(All PLAINTIFFS against all DEFENDANTS)**

25 37. PLAINTIFFS incorporate herein by specific reference, as though fully
26 set forth, the allegations in the foregoing paragraphs.

27 38. Pursuant to California Labor Code § 201, 202, and 203,
28 DEFENDANTS are required to pay all earned and unpaid wages to an employee

1 who is discharged. California Labor Code § 201 mandates that if an employer
2 discharges an employee, the employee's wages accrued and unpaid at the time of
3 discharge are due and payable immediately.

4 39. Furthermore, pursuant to California Labor Code § 202,
5 DEFENDANTS are required to pay all accrued wages due to an employee no later
6 than 72 hours after the employee quits his or her employment, unless the employee
7 provided 72 hours' previous notice of his or her intention to quit, in which case the
8 employee is entitled to his or her wages at the time of quitting.

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

14 41. As alleged herein, during the CLASS PERIOD, DEFENDANTS have
15 willfully failed to pay accrued wages and other compensation to PLAINTIFFS and
16 CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.
17 DEFENDANTS have willfully failed to pay PLAINTIFFS and CLASS MEMBERS
18 in accordance with California Labor Code §§ 201 and 202, including unpaid meal
19 period premiums, rest period premiums, overtime wages, and minimum wages, as
20 set forth above. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to
21 all available statutory penalties, including the waiting time penalties provided in
22 California Labor Code § 203, together with interest thereon, as well as other
23 available remedies.

24 42. As a proximate result of DEFENDANTS' unlawful actions and
25 omissions, PLAINTIFFS and CLASS MEMBERS have been deprived of
26 compensation in an amount according to proof at the time of trial, but in excess of
27 the jurisdiction of this Court, and are entitled to recovery of such amounts, plus
28 interest thereon, and attorneys' fees and costs, pursuant to California Labor Code

1 §§ 1194 and 2699.

2 **SIXTH CAUSE OF ACTION**

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

4 **[Cal. Labor Code § 226; IWC Wage Order No. 7-2001, § 7]**

5 **(All PLAINTIFFS against all DEFENDANTS)**

6 43. PLAINTIFFS incorporate herein by specific reference, as though fully
7 set forth, the allegations in the foregoing paragraphs.

8 44. During the CLASS PERIOD, DEFENDANTS knowingly and
9 intentionally routinely failed to provide PLAINTIFFS and CLASS MEMBERS
10 with timely, accurate, and itemized wage statements in writing showing each
11 employee's gross wages earned, total hours worked, the number of piece-rate units
12 earned and any applicable piece rate, all deductions made, net wages earned, the
13 name and address of the legal entity or entities employing PLAINTIFFS and
14 CLASS MEMBERS, the inclusive dates of the period for which the employee is
15 paid, only the last four digits of the employees social security number or an
16 employee identification number other than a social security number, and all
17 applicable hourly rates in effect during each pay period and the corresponding
18 number of hours worked at each hourly rate, in violation of California Labor Code
19 § 226 and IWC Wage Order No. 7-2001, § 7.

20 45. As alleged herein, during the CLASS PERIOD, PLAINTIFFS and
21 CLASS MEMBERS performed off-the-clock work, including cleaning up the
22 workplace before and after clocking in and out for the day. DEFENDANTS
23 knowingly and intentionally required PARRISH and CLASS MEMBERS to take
24 out the trash and move pallets and carts without compensation. DEFENDANTS
25 knowingly and intentionally misrepresented the total hours worked in
26 PLAINTIFFS' and CLASS MEMBERS' wage statements by omitting the
27 additional time spent performing off-the-clock work. DEFENDANTS knowingly
28 and intentionally thereby did not furnish accurate wage statements to PLAINTIFFS

1 and CLASS MEMBERS, violating California Labor Code § 226.

2 46. As alleged herein, during the CLASS PERIOD, DEFENDANTS
3 knowingly and intentionally also failed to pay PLAINTIFFS and CLASS
4 MEMBERS sick pay and overtime at their regular rate of pay. DEFENDANTS
5 knowingly and intentionally failed to include all remuneration earned on wage
6 statements, such as shift differential pay, in the calculation of paid sick leave and
7 overtime. As a result, PLAINTIFFS and CLASS MEMBERS were issued
8 inaccurate wage statements with incorrect wages earned listed.

9 47. During the CLASS PERIOD, PLAINTIFFS and CLASS MEMBERS
10 were not timely paid all wages owed. Specifically, DEFENDANTS knowingly and
11 intentionally failed to pay CHICAS for shifts worked in January and February 2024
12 following a brief suspension. CHICAS notified DEFENDANTS that he had not
13 been paid for all shifts worked in early February. However, CHICAS did not
14 receive payment for these shifts until April 2024. DEFENDANTS knowingly and
15 intentionally failed to pay CHICAS in a timely manner for all wages earned,
16 resulting in inaccurate itemized wage statements.

17 48. As a result, DEFENDANTS knowingly and intentionally failed to
18 furnish PLAINTIFFS and CLASS MEMBERS with timely, itemized wage
19 statements that accurately reflected the gross wages earned, total hours worked, net
20 wages earned, and all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee, in
22 violation of Labor Code § 226(a)(1), (a)(2), (a)(5), and (a)(9). PLAINTIFFS and
23 CLASS MEMBERS are entitled to a presumption of injury under Labor Code §
24 226(e)(2)(B) because they could not promptly and easily determine from the wage
25 statement alone the amount of gross wages or net wages earned, the total hours
26 worked, and all applicable hourly rates in effect during the pay period and the
27 corresponding number of hours worked at each rate. *Bates v. Leprino Foods Co.*,
28 No. 220CV00700AWIBAM, 2020 WL 6392562, at *7 (E.D. Cal. Nov. 2, 2020);

1 *Fodera v. Equinox Holdings, Inc.*, No. 19-CV-05072-WHO, 2022 WL 1645942, at
2 *13 (N.D. Cal. May 24, 2022).

3 49. As a proximate result of DEFENDANTS' unlawful actions and
4 omissions, PLAINTIFFS and CLASS MEMBERS have been damaged in an
5 amount according to proof at trial, and seek all wages earned and due, plus interest
6 thereon. Additionally, PLAINTIFFS and CLASS MEMBERS are entitled to all
7 available statutory penalties, including but not limited to civil penalties pursuant to
8 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
9 expenses, and reasonable attorneys' fees, including but not limited to those
10 provided in California Labor Code § 226(e), as well as other available remedies.

11 **SEVENTH CAUSE OF ACTION**

12 **Failure to Indemnify Employees for Necessary Expenditures Incurred in**

13 **Discharge of Duties**

14 **[Cal. Labor Code § 2802]**

15 **(All PLAINTIFFS against all DEFENDANTS)**

16 50. PLAINTIFFS incorporate herein by specific reference, as though fully
17 set forth, the allegations in the foregoing paragraphs.

18 51. California Labor Code § 2802(a) requires an employer to indemnify an
19 employee for all necessary expenditures or losses incurred by the employee in
20 direct consequence of the discharge of his or her duties, or of his or her obedience
21 to the directions of the employer.

22 52. During the CLASS PERIOD, DEFENDANTS knowingly and willfully
23 failed to indemnify PLAINTIFFS and CLASS MEMBERS for all business
24 expenses and/or losses incurred in direct consequence of the discharge of their
25 duties while working under the direction of DEFENDANTS, including but not
26 limited to uniform and shoe expenses, in violation of California Labor Code §
27 2802. Specifically, DEFENDANTS required PLAINTIFFS and CLASS
28 MEMBERS to purchase non-slip steel toe work shoes without full reimbursement.

1 53. As a proximate result of DEFENDANTS’ unlawful actions and
2 omissions, PLAINTIFFS and CLASS MEMBERS have been damaged in an
3 amount according to proof at trial, and seek reimbursement of all necessary
4 expenditures, plus interest thereon pursuant to California Labor Code § 2802(b).
5 Additionally, PLAINTIFFS and CLASS MEMBERS are entitled to all available
6 statutory penalties and an award of costs, expenses, and reasonable attorneys’ fees,
7 including those provided in California Labor Code § 2802(c), as well as other
8 available remedies.

9 **EIGHTH CAUSE OF ACTION**

10 **Representative Action for Civil Penalties**

11 **[Cal. Labor Code §§ 2698–2699.5]**

12 **(CHICAS against all DEFENDANTS)**

13 54. CHICAS incorporates herein by specific reference as though fully set
14 forth the allegations in all preceding paragraphs, with exception of the allegations in
15 paragraph 14 and the subparagraphs thereto.

16 55. CHICAS is an “aggrieved employee” within the meaning of California
17 Labor Code § 2699(c), and a proper representative to bring a civil action on behalf
18 of himself and other current and former non-exempt employees of DEFENDANTS
19 in California during the relevant statutory period (“AGGRIEVED EMPLOYEES”)
20 pursuant to the procedures specified in California Labor Code § 2699.3, because
21 CHICAS and AGGRIEVED EMPLOYEES were employed by DEFENDANTS
22 and the alleged violations of the California Labor Code were committed against
23 CHICAS and AGGRIEVED EMPLOYEES.

24 56. Pursuant to the California Private Attorneys General Act of 2004
25 (“PAGA”), Labor Code §§ 2698–2699.5, CHICAS seeks to recover civil penalties,
26 including but not limited to penalties under California Labor Code §§ 2699, 210,
27 226.3, 256, 558, 1174.5, 1197.1, and IWC Wage Order No. 7-2001, § 20, from
28 DEFENDANTS in a representative action on behalf of the State of California and

1 AGGRIEVED EMPLOYEES for the violations set forth above, including but not
2 limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7,
3 510, 512, 1174, 1194, 1197, and 1198. CHICAS is also entitled to an award of
4 reasonable attorneys' fees and costs pursuant to California Labor Code
5 § 2699(g)(1).

6 57. DEFENDANTS failed to pay CHICAS and other AGGRIEVED
7 EMPLOYEES on their regularly scheduled payday for all work performed during
8 the preceding pay period in violation of Labor Code § 204(d). Specifically,
9 DEFENDANTS required CHICAS and other AGGRIEVED EMPLOYEES to work
10 off-the-clock without compensation, including requiring CHICAS and other
11 AGGRIEVED EMPLOYEES to work through required meal breaks without
12 compensation. Additionally, DEFENDANTS failed to pay CHICAS and other
13 AGGRIEVED EMPLOYEES premium wages owed for each workday a meal
14 period was not provided and each workday a rest period was not authorized and
15 permitted. There were entire shifts where CHICAS was not paid until weeks or
16 months after the pay date. DEFENDANTS also failed to pay CHICAS and other
17 AGGRIEVED EMPLOYEES for the overtime wages they earned in violation of
18 Labor Code § 204(d). DEFENDANTS knew they were required to pay overtime
19 wages, yet on many occasions failed to pay CHICAS and other AGGRIEVED
20 EMPLOYEES overtime wages on any payday.

21 58. DEFENDANTS violated Labor Code § 246(l)(1)-(3) by failing to pay
22 CHICAS and other AGGRIEVED EMPLOYEES sick leave at the correct regular
23 rate of pay, including by failing to include all remuneration earned, such as shift
24 differential pay and holiday pay, in the calculation of paid sick leave. For example,
25 for the pay period beginning on December 24, 2023 and ending on December 30,
26 2023, DEFENDANTS paid CHICAS a shift differential ("Nightshiftdif") of
27 \$0.6005 per hour for 4.03 hours worked. DEFENDANTS also paid CHICAS for
28 4.18 hours of "Personal Time" at his base hourly rate of \$17.40 during this pay

1 period. DEFENDANTS did not factor in the “Nightshiftdif” pay into the calculation
2 of CHICAS’ regular rate of pay for the 4.18 hours of paid “Personal Time” during
3 this pay period.

4 59. Pursuant to California Labor Code § 2699.3, CHICAS gave written
5 notice on June 21, 2024 by online filing to the California Labor and Workforce
6 Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the
7 specific provisions of the California Labor Code and IWC Wage Orders alleged to
8 have been violated, including the facts and theories to support the alleged
9 violations. More than sixty-five (65) days have passed and the LWDA has not
10 provided notice to CHICAS that it intends to investigate the alleged violations.

11 60. Therefore, CHICAS has complied with all of the requirements set forth
12 in California Labor Code § 2699.3 to commence a representative action under
13 PAGA.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, PLAINTIFFS, individually and on behalf of all other
16 persons similarly situated, respectfully prays for relief against DEFENDANTS and
17 DOES 1 through 50, inclusive, and each of them, as follows:

- 18 1. For compensatory damages in an amount to be ascertained at trial;
- 19 2. For restitution of all monies due to PLAINTIFFS and CLASS
20 MEMBERS, as well as disgorged profits from DEFENDANTS’ unfair and
21 unlawful business practices;
- 22 3. For meal and rest period compensation pursuant to California Labor
23 Code § 226.7 and IWC Wage Order No. 7-2001;
- 24 4. For liquidated damages pursuant to California Labor Code §§ 1194.2
25 and 1197.1;
- 26 5. For preliminary and permanent injunctive relief enjoining
27 DEFENDANTS from violating the relevant provisions of the California Labor
28 Code and the IWC Wage Orders, and from engaging in the unlawful business

1 practices complained of herein;

2 6. For waiting time penalties pursuant to California Labor Code § 203;

3 7. For statutory and civil penalties according to proof, including but not
4 limited to all penalties authorized by the California Labor Code §§ 226(e) and
5 §§ 2698–2699.5;

6 8. For interest on the unpaid wages at 7% per annum pursuant to
7 California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288,
8 and/or any other applicable provision providing for pre-judgment interest;

9 9. For reasonable attorneys’ fees and costs pursuant to California Labor
10 Code §§ 218.5, 226, 1194, 2699(g)(1), 2802, California Civil Code § 1021.5, and
11 any other applicable provisions providing for attorneys’ fees and costs;

12 10. For declaratory relief;

13 11. For an order requiring and certifying the First, Second, Third, Fourth,
14 Fifth, Sixth, and Seventh Causes of Action as a class action;

15 12. For an order appointing PLAINTIFFS as class representatives, and
16 PLAINTIFFS’ counsel as class counsel; and

17 13. For such further relief that the Court may deem just and proper.

18 DATED: January 2, 2025

19 Respectfully submitted,

20 MATERN LAW GROUP, PC

21
22 By: /s/ Erin R. Hutchins
23 MATTHEW J. MATERN
24 MATTHEW W. GORDON
25 ERIN R. HUTCHINS
26 Attorneys for Plaintiffs
27 JONATHAN CHICAS and DARRIUS
28 PARRISH, individually, and on behalf
of all others similarly situated

DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: January 2, 2025

Respectfully submitted,

MATERN LAW GROUP, PC

By: /s/ Erin R. Hutchins

MATTHEW J. MATERN
MATTHEW W. GORDON
ERIN R. HUTCHINS

Attorneys for Plaintiffs

JONATHAN CHICAS and DARRIUS
PARRISH, individually, and on behalf
of all others similarly situated